

Declaration of Protective Covenants
Southern Hills Estates

Article I

- 1) SOL Land Development, LLC, including the members and owners, Shawn Madden and Lex Madden, being the owners of all of the lots and land in:

A 186.40 acre tract of land located in the E1/2 of Section 10, T 23N, R 61W of the 6th P.M., Goshen County, Wyoming, more particularly described as SE, SWNE, E1/2 NE, less that line south of the Springer lateral ditch.

Owners desire to keep said lots available for primary use as a residential area in the future, and do hereby covenant and agree that all of said lots owned by the Owners in the Southern Hills Estates Subdivision are held subject to and with the benefits of all restrictions, additions, covenants, charges, and agreements contained herein, and further covenant and agree that any subsequent grants of any said Lots now owned by them shall be subject to the following covenants and restrictions, to-wit:

Article II
General Purposes and Conditions

- 1) The real property described in Article I hereof is subject to the conditions, restrictions, regulations, reservations and easements hereby declared to insure the best use and most appropriate development and improvement of each residential tract and to protect the owners of tracts against improper use of surrounding tracts, as such use will depreciate the value of the property, and in addition thereto to preserve, in so far as is practical, the natural beauty of such property, and to provide for the highest and best use and development of said properties, and to encourage and secure the orderly development and the uniform plan for the development for the whole of the said real property hereinbefore described. Animals will be permitted in the subdivision to the extent that the numbers generally conform to NRCS guidelines. The conditions, restrictions, regulations, reservations and easements hereinafter set forth are imposed separately upon the hereinabove described property designated as residential lots.
- 2) Said property shall be improved only by the erection of private dwellings or residences, together with a garage which may be attached or detached from said dwelling. Barns or animal shelters may also be constructed but must be sturdy, attractive, and fit the design externally as to conformity and harmony of the general area. Manufactured homes built to UBC code or better are acceptable. Manufactured homes built to HUD specifications, single or double wide mobile homes are not acceptable. All homes must be on permanent foundations. Each residential unit shall be occupied by a single family. No trailer, mobile home, tent, shack, or other outbuilding, will be placed or erected, temporarily or permanently.

- 3) No billboards, junkyards, accumulations of junk items, manufacturing or commercial enterprise will be allowed on the real property above described. The owner of each tract shall control the weeds and all noxious plants on the tracts. Any pesticides and/or herbicides used to control weeds or insects shall be used in strict compliance with the manufacture's label, and the applicable regulations and statutes of the State of Wyoming. No vehicle of any kind that does not have a current registration will be allowed to sit outside of a garage for more than a period of thirty days. No vehicle of any kind that is not in running condition will be allowed to sit outside a garage for more than a period of thirty (30) days.
- 4) Each building site owner must assume the burden of developing a septic system for his own domestic use. Septic systems shall be installed and maintained at all times in accordance with any rules established by the developer that conform to the rules and regulations of the appropriate public agency.
- 5) Water systems shall be installed and maintained at all times in accordance with all applicable rules and regulations of the appropriate public agency and in accordance with any rules established by the developer that conform to the rules and regulations of the appropriate public agency.
- 6) There shall be no incineration or burning of garbage, trash, or other waste or debris, on any building lot. All such waste material, except that which may be cleanly and efficiently disposed of through the use of sanitary sewer systems, shall be hauled for disposition to a designated area or shall be disposed of in such other manner that may be designated by the Homeowners Association of Southern Hills Estates Subdivision. Garbage containers shall be covered and kept inside or in appropriate structures until hauled away and disposed of properly.
- 7) No hunting of, shooting at or harassing of birds, animals or any wildlife is permitted.
- 8) Exterior construction of any structure on private building sites must be completed (including all finishing work) within twelve (12) months from the date of commencement of said construction.
- 9) The ground floor area of the main dwelling, exclusive of open porches and garages, shall not be less than 1200 square feet of habitable living space in the case of one story buildings. No buildings for residential use shall exceed thirty-five (35) feet to the top line of the roof joist from average grade at site elevation.
- 10) Easement is reserved, as shown on the recorded plat, on each lot for utility installation and maintenance. No trees are to be planted within fifteen (15) feet of any easement line. No trees or plantings or structures shall be allowed which would obstruct the view of vehicular traffic at any corner lot.
- 11) Any fence that is constructed across utility easements shall include a gate sufficient to allow a utility company to access and maintain lines.
- 12) No building shall be erected, placed or altered on any building plot or lot in this subdivision until the building plan, specification and plot plan has been submitted to the Construction Plan Committee (Committee) representing the Homeowner's Association and approved by that Committee. The building plan must indicate the location of buildings in relation to the boundary lines of the building plot or lot, indicate the conformity and harmony of external design with existing structures in the neighborhood, and indicate that the location of the building complies with these covenants. In the event that the Committee fails to approve or disapprove such design

or locations within thirty (30) days after the plans have been submitted to it, approval shall not be required and this covenant shall be deemed to be fully complied with. If the Committee decides changes in the plans are required, the person or persons submitting the plans must be notified in writing of the changes that are needed within thirty (30) days after submitting the building plans. Revisions to the building plans must be re-submitted to the Committee for re-evaluation and approval.

- 13) If the parties hereto, their heirs or assigns shall violate or attempt to violate any covenants herein contained, it shall be lawful for any other person or persons owning real estate situated in the Southern Hills Estates to initiate proceedings at law or equity against the person or persons violating or attempting to violate any of such covenants and to recover damages for such violation. In any action for the enforcement of these restrictions, if the relief prayed for is granted in whole or in part, the applicant for relief shall be entitled to recover necessary costs of the actions, including attorney's fees and costs.
- 14) These covenants, restrictions and conditions shall run with the land and they shall be binding upon all parties and all persons claiming ownership in property in the Southern Hills Estates until January 1, 2018, unless by vote of a majority of the owners of the lots and parcels of Southern Hills Estates Subdivision it is agreed to change said covenants in whole or in part. Each lot owner shall be entitled to one vote for each lot owned. Existing Covenants shall be automatically extended for successive periods of 10 years beginning January 1, 2018.
- 15) Invalidation of any of these covenants or parts thereof by a judgment or court order shall not affect any of the other provisions of these covenants which shall continue to remain in full force and effect.

Article III Owner's Association

After Owners have sold three tracts of land, there shall be formed a Homeowner's Association for the purpose of developing and operating the subdivision. All owners of real property in the subdivision shall be members of the Homeowner's Association and shall be governed by its agreements. The Association shall have the authority to make charges and assessments to the members as are reasonably necessary to carry out its functions and duties. Each individual owner has equal voice in the operation of the subdivision. The Association shall have the power to levy assessments, which assessments shall be in two classes: Capital Assessments and Operating Assessments.

Such assessments may be levied by the Board of Governors of the Association against any parts of real property in the subdivision. Assessments shall be billed on a monthly basis and notice of the same shall be communicated to each property owner on or before the first day of each month. All assessments shall become due three days after the date of mailing. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Unpaid assessments, upon notice hereof being duly filed of record, shall be a lien against the parcel of real property against which the unpaid assessment was paid. Such a lien may be foreclosed upon in a like manner as a

mortgage on real property, and may include any additional court costs and reasonable attorney fees.

The Homeowner's Association shall have the authority and obligation to maintain the roads and streets, mail delivery structures, public utility easements and any other future improvements that may be agreed upon by a majority of the property owners. It is further understood and agreed that if it is decided by a majority of the lot owners to pave the roads or streets located within the subdivision, that each lot owner will be responsible for 1/19 of the total cost of paving.