



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LEOPARD ROCK SUBDIVISION

THIS DECLARATATION made on this 11th day of April, 2012 by
Zack Cummins Real Estate, LLC, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the Town of
Dayton, County of Sheridan, State of Wyoming, which is more particularly described in
Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE, Declarant hereby declares that all of the properties
described in Exhibit A, EXCEPTING Lot 1, shall be held, sold, and conveyed subject to
the following easements, restrictions, covenants and conditions which shall run with the
real property and be binding upon all parties having any right, title or interest in the
described properties or any part thereof, their heirs, successors and assigns and shall inure
to the benefit of each owner thereof.

ARTICLE 1

Definitions

A. Declarant. Declarant means Zack Cummins Real Estate, LLC, its
successors and assigns.

B. Real Property. Real Property shall mean all of the real property
located in the Town of Dayton and County of Sheridan, Wyoming, described in
Exhibit A attached hereto, and known as the LEOPARD ROCK SUBDIVISION.

C. Plat. The plat means the plat for LEOPARD ROCK SUBDIVISION
filed in the records of the office of the County Clerk and Recorder of Sheridan
County, Wyoming on March 27, 2012, and filed in drawer L, Plat number 23,
instrument No. 2012-695154.

D. Residence and Residential. Residence and residential shall pertain to
single family dwellings.

E. Family Unit. Family unit shall mean any residence occupied by a
single family.

F. Mobile Homes, House Trailers. Mobile homes and house trailers shall
mean any trailer or semi-trailer which is designed, constructed or equipped as a
dwelling place, living abode, or sleeping place, either permanently or temporarily,
and is or has ever been equipped to travel on highways and streets.

G. Architectural Control Committee. The committee which shall act as
the approving agency for all plans and specifications for construction, remodeling
or altering of any improvement in the subdivision.



ARTICLE II
USE AND OTHER RESTRICTIONS

A. No residence, building, fence, wall or other structure shall be erected, placed, remodeled or altered on any lot within the subdivision until the plans and specifications showing the exact location of the structure and the plans for construction have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures in the subdivision, location with respect to topography, finished grade and elevation, the impact of the proposed structure on the view of other lots within the subdivision, and are found to be in compliance with all of the covenants and restrictions contained herein.

B. No lot within the subdivision shall be used except for single family residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot or lots other than for residential purposes and for garages or carports and such other buildings which are incidental to the residential use.

C. Exterior siding products in likeness to mobile homes, including but not limited to vinyl siding or T111 type pressed board products are prohibited.

D. No residence or other building shall exceed two stories or twenty eight feet in height when measured from the highest point at ground level where the footings are located to the highest roof line, whichever is lesser. No separate T.V., radio or other towers may be erected on any lot and no such towers, when attached to a residence or other building, shall exceed ten (10) feet above the roof line, or thirty-one feet from the highest point of ground level as measured above, whichever is lesser. A residence with an attached garage shall contain a minimum of one thousand two hundred (1200) square feet of living area, excluding basement and attached garage. A residence without an attached garage shall contain a minimum of one thousand eight hundred (1800) square feet of living area excluding basement.

E. No residence or other building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line, or nearer than twenty (20) feet to any side street lot line, or nearer than ten (10) feet to an interior property line.

F. Eaves, steps and open porches shall be considered as part of a building; provided, this provision shall not be construed to permit any portion of a building, eave, step, open porch, or other extension to encroach upon any other lot or easement.

G. No mobile homes shall be placed upon any lot in the subdivision, and no modular houses may be constructed without first having the plans, specifications and building materials approved by the Architectural Control Committee. Modular homes in likeness of appearance to double-wide trailers are prohibited.



H. Permanent Garages, shops, or outbuildings shall be permitted as long as they have architectural quality including but not limited to 18' minimum eaves with Soffit and fascia, and an exterior siding and roof that are similar to the primary residence in color and material.

I. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any owner in the subdivision.

J. Any detached structures are to be located behind the rear corner of the residence, and placed upon the lot as to least impede the mountain views of the other lot owners. No garage can be constructed without a residence first being constructed on the lot.

K. No structures of a temporary character such as mobile homes, trailers, RV's, tents, shacks, garages, tepees or barns shall be used on any lot at any time as a residence.

L. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

M. No lot within the subdivision shall be used or maintained as a dumping ground for any rubbish. Trash, garbage or other waste shall be kept in sanitary containers and all such equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The burning of garbage and trash in incinerators is prohibited and measures must be taken to secure any containers against spillage when they are awaiting sanitation service. No inoperable or junk vehicles to be parked outside at anytime.

N. No campers, trailers, motor homes or RV's parked past the front corner of the house for more than 3 consecutive days, with at least 2 weeks between any 3 day period.

O. No signs, billboards, posters, advertising devices of any kind or character shall be erected or displayed upon any of the lots, except signs to identify the occupants of the dwelling or for sale signs which shall not exceed six (6) square feet in area, excluding from the provision the Declarant until all lots are sold.

P. All lot owners shall be required to tap on to the city water, raw water and sewer services and no individual water supply systems shall be permitted on any lot unless such system shall first be approved by the Architectural Control Committee, and shall comply with the laws and regulations of the State Engineer for the State of Wyoming. No private sewage disposal system shall be permitted on any lot.

Q. Sidewalks are required to be installed along the street next to the curb by the purchasers of the lots during or after construction of their home on the lots, but not more than 2 years after the purchase of the lot. At such time that there are four (4) lots sold, Declarant will construct sidewalks on the remaining lots within one (1) year from the sale of the fourth lot. If the remaining lots are sold within



this one-year period, the developer will not be required to construct sidewalks on that lot, and this responsibility shall go to the lot purchaser.

R. If any part of the residence or improvements currently existing upon Lot 1 at the time of these covenants becoming of record are in violation of any of these covenants, said improvements shall be deemed "Grandfathered" and the covenants shall not be enforceable upon the owner of Lot 1.

ARTICLE III

Easements

Easements for the installation and maintenance of utilities and drainage and other facilities are reserved as shown on the plat. No structure, planting or other material shall be placed or permitted to remain within such easements which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels in the easements, or which may obstruct in any manner or retard the flow of water through drainage channels. The easement area of each lot and all improvements within it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE IV

Architectural Control Committee

- A. Until one hundred percent (100%) of the lots within the subdivision have had homes constructed on them, the Architectural Control Committee shall be composed of the Declarant. When one hundred percent (100%) of the lots in Leopard Rock Subdivision have had homes constructed, and Architectural Control Committee shall consist of the owners of the lots within the subdivision and the members shall elect a chairman. Each lot shall have one (1) vote regardless of the number of owners and a majority of the lots, including the Declarant, shall constitute a quorum. Lot owners may vote in person or by proxy.
- B. The Architectural Control Committee chairman shall adopt by-laws which shall provided for its organization, meetings, notices and elections for future chairmen. In no event shall there be less than three (3) members serving on the committee and elections must occur at least annually. In the event of a vacancy, the remaining members of the committee may appoint a successor to serve until the next annual election. Notice of the annual meeting shall be sent to all lot owners within the subdivision by certified mail, return receipt, not less than thirty (30) days prior to the meeting. Meetings of the Architectural Control Committee may be called from time to time as provided in the by-laws.



- C. Prior to the commencement of construction upon any lot within the subdivision, the plans and specifications therefore must be submitted to the chairman of the Architectural Control Committee for review. The committee shall meet and either approve or disapprove of the plans and specifications as so submitted within 14 days after their submission. The approval or disapproval shall be in writing, and if disapproved shall state the reasons therefore. In the event the committee fails to approve or disapprove the plans within 14 days after their submission, and in the event no suit had been commenced wither by the Architectural Control Committee or any lot owner with the subdivision to enjoin construction, the plans and specifications shall be deemed to have been approved.

ARTICLE V

Amendment of Covenants and Restrictions

These covenants and restrictions may be amended, changed or cancelled only by a vote of the owners representing one hundred percent (100%) of the lots within the subdivision.

ARTICLE VI

Term

These covenants shall run with the land and shall be binding upon all of the parties and persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the owners of ninety percent (100%) of the lots have been recorded agreeing to change said covenants in whole or in part.

ARTICLE VII

General Provisions


- A. Enforcement. Declarant, its successors, and any lot owner shall have the right to enforce the terms and conditions set forth herein. Upon the violation of any covenant, a written notice of violation shall be directed to the violator, who shall have ten (10) days after receipt thereof to correct the violation. If the violation is not corrected, Declarant, or its successors, may correct the violation and charge all costs incurred therein to the violator. In addition, the violator may be charged at the



rate of Fifty Dollars (\$50.00) per day for each day the violation continues after the ten (10) day notice. In the event suit is brought to enjoin any violation or enforce any of the conditions set forth in these covenants, or for damage as a result of the violation of these covenants, the violator, in addition to any other penalties provided herein or which may be assessed by a court, shall be liable for all attorney's fees and costs incurred by Declarant, or its successors, or any other person who institutes proceedings under the provisions hereof.

B. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

C. Successors and Assigns. This declaration shall be binding upon and shall inure to the benefit of each lot owner, and the heirs, personal representatives, successors and assigns of each of them.



Zachary D. Cummins, President, Zack Cummins Real Estate, LLC

Given under my hand and notarial seal this 11 day of April, 2012.

Notary Signature



My Commission Expires

June 14, 2014

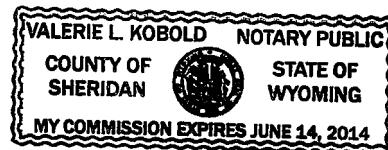




EXHIBIT "A"

LEOPARD ROCK SUBDIVISION
LEGAL DESCRIPTION

A tract of land situated in the NE1/4SE1/4 of Section 32, Township 57 North, Range 86 West of the 6th P.M., Sheridan County, Wyoming described as follows:

Beginning at a point on the South Side of South Fork Avenue of the Town of Dayton, Wyoming, said point being 60 feet South and 87 feet West of the Southeast corner of Block 6 of Walling's Addition to the said Town of Dayton; Thence N89°52'06"E 145.20 feet along the South line of South Fork Avenue to a point; thence S00°11'43"W 31.69 feet; thence N90°00'00"E 22.68 feet to a point; thence S06°20'56"W 24.00 feet to a point; thence S79°58'00"E, 119.92 feet to a point; thence S00°07'49"E 792.20 feet to a point; thence S89°47'10"W 41.00 feet to a point on the East Right of Way line of the County Road; thence N42°19'05"W 214.40 feet along the East Right of Way line of said county road to a point; thence continuing along said County Road East Right of Way line N07°59'17"W 716.90 feet to Point of Beginning.

Said tract containing 4.03 acres more or less.



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BOOK: 533 PAGE: 198 FEES: \$29.00 DR DECLARATION OF COV
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"

LEOPARD ROCK SUBDIVISION
LEGAL DESCRIPTION

Leopard Rock Subdivision, Lots 1-7 as recorded on March 27, 2012 and filed in
Drawer L, Plat Number 23.

NO. 2012-695523 DECLARATION OF COVENANTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
ZACK CUMMINS P O BOX 457
DAYTON WY 82836