

**THIRD AMENDMENT AND RESTATEMENT OF
DECLARATION OF PROTECTIVE COVENANTS**

**For
TEPEE SUMMER HOMES
Sheridan County, Wyoming
June 26, 2010**

673249 AMENDED CONVENANTS
BOOK 517 PAGE 0299
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EDA S. THOMPSON, SHERIDAN COUNTY CLERK

This Third Amendment and Restatement of Declaration of Protective Covenants for Tepee Summer Homes is made this 26th day of June, 2010 by Blacktooth Cabin Association, Inc. (hereafter "BCA") which is the homeowners association for Tepee Summer Homes.

WITNESSETH:

WHEREAS, there was previously filed a Declaration of Protection Covenants for Tepee Summer Homes dated January 25, 1979, for record in the Office of the County Clerk and Recorder of Sheridan County, Wyoming in Book 237 at page 518 on the 2nd day of February 1979; and

WHEREAS, there was previously filed a Declaration of Protection Covenants for Tepee Summer Homes dated March 22, 1979, for record in the office of the County Clerk and Recorder of Sheridan County, Wyoming in Book 238 at page 507 on the 22nd day of March, 1979; and

WHEREAS, there was previously filed a Declaration of Protection Covenants for Tepee Summer Homes dated July 18, 2002, for record in the office of the County Clerk and Recorder of Sheridan County, Wyoming in Book 436 at page 92 on the 1st day of August 2002.

WHEREAS, BCA desires to amend and restate the Declaration of Protective Covenants for Tepee Summer Homes; and

WHEREAS, Section 30 of the Declaration of Protective Covenants for Tepee Summer Homes provides that the restrictions and covenants may be amended or altered with the approval of the owners of 75 percent of the lots of the subdivision; and

WHEREAS, at least 75 percent of the owners or the lots of the subdivision have agreed to amend and restate the Protective Covenants for Tepee Summer Homes.

NOW, THEREFORE, BCA hereby cancels and supersedes all previously filed Declaration of Protection Covenants and Amendments thereto for Tepee Summer Homes and amends and replaces those Protective Covenants with the following:

1. All lots in Tepee Summer Homes subdivision shall be known and described as summer and winter recreational lots and will be restricted by all the covenants contained herein.
2. No lot shall be used except for summer and winter recreational purposes and no year round occupancy is permitted. No business of any nature whatsoever shall be conducted on said lots. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family resident with garage or outbuildings. Only buildings, water facilities and other structures used for the purpose of family recreation shall be permitted on any lot. Every effort shall be made to keep such structures attractive and concealed from general view to the extent possible.
3. Only new construction will be allowed; only new materials will be used. Metal buildings are not allowed. Building plans and specifications, excavation, entry roads, structure locations and landscaping plans must be submitted and approved by the Architectural Control Committee (hereinafter "ACC") prior to the beginning of any construction or disturbance to the terrain or removal of live trees on any lot. No building materials shall be stored on any lot for a period longer than ninety (90) days unless substantial construction is actually in progress. Lot owners shall be solely responsible for the investigation of the effect of excavation and construction on any lot's soil stability prior to the commencement of any work. In addition, lot owners shall be responsible for any cost to maintain, repair, replace, or any other action necessary to correct or prevent significant erosion. The lot owners must comply with all the plans as approved. Any changes of approved plans must be re-approved prior to any construction.
4. The ground floor (first floor) of the single family residence, exclusive of porches, carports or garages, shall not be less than 400 square feet for a one-story residence. Where a single family residence contains more than one (including split level or tri-level) the first two (split) levels shall equal no less than 600 square feet of floor area. The length of the structure shall be no longer than twice the width.
5. Flat or single pitched roofs are prohibited.
6. The lot owner is responsible for attending to the structure's adherence to all applicable county building permits and building code standards.
7. No single family residence shall be occupied until the exterior construction and sewage disposal system is entirely completed. All exterior coloring of buildings and roofs must be approved by the ACC.

8. No structure of a temporary character, including, but not limited to, any trailer, camper, motor home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time. Notwithstanding the foregoing, motor homes or tents may be used up to a maximum of fourteen (14) days in any calendar year on a lot which has a single family residence and the owners are present.
9. No more than one single family residence is permitted on any lot.
10. Each structure on a lot shall have minimum setback distances measured from the lot lines to the nearest part of such structure as follows:
 - a. Front and side setbacks — twenty (20) feet.
 - b. Rear setbacks — twenty-five (25) feet.
11. No animals, livestock or poultry shall be raised, bred or kept for any commercial purpose on any lot or common areas; goats, swine, stallions, bulls and rams are expressly forbidden and none shall be kept at any time on any lot or common areas for any purposes. The ACC's approval is expressly required for the erection and maintenance of buildings for livestock. All pets must be kept under control at all times and must not be allowed to roam at large. Horses will be allowed to be kept and grazed in the common area of the subdivision only and will not be allowed to be kept or grazed in or on any lot of the subdivision. The ACC reserves the right to establish rules and regulations governing the use and maintenance of livestock in the subdivision.
12. No portion of any lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers and removed from the premises on a periodic basis by each lot owner. No open fire for burning trash or refuse shall be permitted.
13. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may become any annoyance or nuisance to the owner of any other portion of the subdivision. Hunting of any kind on any part of the subdivision is forbidden. The discharge of firearms on any part of the subdivision is specifically prohibited. Fireworks are prohibited, except when there is snow cover. Motorcycles, motor bikes, snow machines and all-terrain-vehicles are allowed, however, the ACC reserves the right to establish rules of use for such vehicles.
14. The subdivision will be fenced on its perimeter where necessary. No fence or wall shall be erected on any lot in the subdivision except where it may be used to enclose water storage tank(s). Any other fence construction to be placed upon any part of the subdivision must have the approval of the ACC prior to construction.
15. One "For Rent" or "For Sale" sign, which shall be no longer than six (6) square feet, shall be permitted on any lot. One entrance gate sign identifying the owner or occupant of the lot, of a style and design approved by the ACC, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered or permitted on any lot. If any owner rents or leases his property, it shall be the owner's responsibility to inform the renter of the covenants and to assure the renter's compliance with all covenants.

16. There will be no subdividing of any lot in the subdivision.
17. No sewerage disposal system shall be constructed, altered or allowed to remain or used unless fully approved as the design, capacity, location and construction by the Wyoming Department of Environmental Quality and/or Sheridan County. All systems shall be installed by the lot owner or a licensed contractor and must comply with the standards set forth above.
18. Easements and rights-of-way as shown or indicated on the recorded plat, are hereby reserved for utilities, whether for underground or overhead services and their respective appurtenances, together with the right of ingress and egress at any time for the purpose of maintenance, construction and replacement.
19. An existing domestic water supply for the subdivision has been installed and consists of a developed spring and storage tanks, hydrant facility and water supply lines running near or on individual lots. The owner of each lot shall be responsible for transporting the water into the single family residence from the water supply line, said installation to be at the cost of the owner of such lot. All costs incurred for the maintenance, repair or improvements of the water supply system for the subdivision, shall be shared equally by all lot owners. ACC shall have the right to determine if, when, and where other water sources(s) are reasonable and proper within the subdivision. Costs associated with any additional water sources or improvements shall be shared equally by the lot owners.

BCA anticipates sufficient water is available for domestic purposes only. However, BCA shall not be responsible for any failure to supply water to any owner or lot.
20. All roads within the subdivision are in place. All costs incurred for maintenance, repair or improvements will be shared equally by all lot owners.
21. All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover.
22. The electric utility company will provide the installation of utilities to a point on or adjacent to each lot. The owner of each lot shall be responsible for installing the utilities into the single family residence; said installation to be at the cost of the owner of such lot.
23. The water storage tank on any lot shall be concealed and approved by ACC.
24. No towers, radio or television antennas shall be erected by any residential lot. After 2001, only television or Internet dishes 36 inches in diameter or less will be permitted.

25. Each single family residence shall be constructed with adequate off-road parking area for at least two automobiles per residence.
26. The initial installation of the culvert for a lot owner's driveway is the lot owner's responsibility. Drainage swells, ditches, or culverts are to be maintained for the proper drainage of any lot. All costs associated with maintenance of all drainage swells, ditches or culverts shall be shared equally by all lot owners.
27. All owners of lots hereby acknowledge and agree that the Red Grade County Road is a seasonal road and Sheridan County maintains and keeps this road open during the summer months only. No lot owner can use any lot as a place of permanent residence, and therefore, cannot request, or expect Sheridan County to operate and maintain the Red Grade County Road during adverse weather conditions.
28. All garbage or trash containers located outside of any single family residence shall have a cover that prevents access to the container by wild animals or pets.
29. No open outdoor fireplaces are allowed. All single family residence chimneys must have approved spark arresters.
30. These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of seventy-five percent (75%) [rounded to the nearest whole lot] of the lots in the subdivision.
31. These covenants are to run with the land and shall be binding on all parties and all persons claiming under then for a period of twenty-five (25) years from the date of the recording of this Third Amendment and Restatement. These covenants shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change said covenants in whole or in part has been signed by seventy-five percent (75%) [rounded to the nearest whole lot] of the then owners of the lots and recorded.
32. BCA shall have the sole and exclusive right and authority to determine compliance with the covenants contained herein. Upon the violation of any covenant or upon the failure to pay any assessments, written notice of such violation or failure shall be directed to the violator, who shall have ten (10) days after receipt of the said notice to correct the violation or pay the assessment due. If said violation is not so corrected or payment is not made, BCA or its successor may re-enter and take possession of the violator's premises and correct the violation. In addition, damages may be assessed against the violator at the rate of \$25.00 per day for each day the violation continues after the ten (10) day notice. In the event suit is required to collect any sums due, or to enjoin the violation of any of the covenants contained herein, violator, in addition to any of the other penalties provided herein or which may have been assessed by a court, shall be liable for all attorney's fees and costs incurred by the BCA.

33. In the event any one of the covenants or restrictions contained herein is invalidated by a Judgment or Court Order, the remaining provisions shall remain in full force and effect.
34. The ACC shall have the right to vary the limitations provided by these restrictions and covenants to the extent of ten percent (10%) of the requirements, and shall have the right to enforce these covenants.
35. All lot owners, upon purchase and as a condition of purchase of a lot, agree to be members of the Fire Brig and will respond to a cry for help in controlling any fire within the subdivision. The Fire Brigade will have a chief appointed by the executive board of BCA or ACC. Four fire stations within the cabin area are of the box type with hinged cover, each with two 20 lb ABC (multi-purpose) class 10A60 BC and one 2.5 gallon fire extinguisher, plus shovel and pick. Maintenance, repair and replacement when necessary will be controlled by the Fire Chief. All costs incurred shall be shared equally by all lot owners.
- Each residence will be equipped with a 10 lb. ABC (multi-purpose) class fire extinguisher. Purchase of this extinguisher as well as maintenance, repair and replacement, when necessary, shall be the responsibility of the owner.
36. Common Areas. The roads, "these lands for use of lot owners" and other areas dedicated on the plat to the lot owners are hereby designated "common areas." Each lot owner shall have a non-exclusive right to use and enjoy the common areas, consistent with the right of use and enjoyment of other lot owners. Such use and occupancy of the common areas shall be subject to and governed by the rules and regulations of the ACC. No lot owner shall obstruct damage or commit waste to any of the common areas, nor shall they change, alter repair or store anything in or on any of the common areas without the prior written consent of the ACC. The common areas shall not be subdivided, and no lot owner may bring an action for partition of the common areas. The BCA shall prorate all tax assessments and costs for repair and maintenance of the common areas between the lot owners. Notice and enforcement shall be pursuant to Paragraph 32 of the Covenants and in addition the BCA shall have a lien in the amount of the proportionate share such taxes or assessments which shall attach to the delinquent owner's lot and may be foreclosed as provided by the laws of the State of Wyoming.
37. Approval from the ACC shall not operate as a waiver of any lot owner's duty or responsibility to have any activity or construction on a lot meet all applicable building codes or requirements of these covenants.

38. Design Review Process

In order to implement the above, the following procedures are recommended. These will provide adequate checkpoints throughout the design and development phases so that time and money are not wasted on plans which do not adhere to the BCA Covenants and ACC Guidelines.

- A. Pre-Design Conference: Owner may review ideas and the natural aspects of the lot with representatives of the ACC before any plans are prepared. Building guidelines will be discussed. It is preferable that this meeting take place on site whenever possible.
- B. Preliminary Submittal: ACC can review conceptual plans to ensure conformance with covenants before the Owner finalizes his design.
- C. Final Submittal: ACC can review final construction documents to confirm they are consistent with the previously approved preliminary plans.
- D. Final Inspection: ACC will make final inspection to determine whether actual construction has been completed in compliance with the approved plans.

The ACC will have the duty and responsibility to:

- A. Give written approval or disapproval of the plans and specifications within 30 days of final submittal.
- B. If plans are disapproved, the ACC will submit to Owner specific reasons in writing.

IN WITNESS WHEREOF, the undersigned has executed this "Third Amendment and Restatement of Declaration of Protective Covenants for Teepee Summer Homes" this first day of July 2010.

BLACKTOOTH CABIN ASSOCIATION, INC.

By: Leonard R. Stensland
Leonard R. Stensland, Treasurer

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this first day of July 2010, by Leonard R. Stensland, Treasure of Blacktooth Cabin Association, Inc.

Witness my official hand and seal.

Jack E. Pelissier
Notary Public

My Commission expires: December 18, 2013

