

Declaration of Covenants for PK Minor Subdivision

This Declaration of Covenants for PK Minor Subdivision is entered into by Burns Industries, Inc. and Big Horn Kennels, LLC ("Declarants").

Declarants hereby declare and establish the following protective covenants on the property included in the Final Plat of the PK Minor Subdivision located in the SE1/4SE1/4 of Section 3 in Township 54 North, Range 84 West, 6th P.M. (the "Property"). These covenants shall run with the land included in the Final Plat.

Definitions

The following terms shall have the meanings specified:

"Association" shall mean the PK Minor Subdivision Homeowner's Association, an unincorporated nonprofit association.

"Improvement" shall mean any structure, including but not limited to, buildings, out-buildings, driveways, exterior lighting, and fences.

"Lot" shall mean a lot as shown on the Final Plat of the PK Minor Subdivision or any portion thereof.

"Occupant" shall mean any person who has legally acquired a right to occupy or use any Lot.

"Owner" shall mean the record title holder, whether one or more persons or entities, of fee simple title to a Lot, including sellers under executory contracts and excluding buyers thereunder.

Uses and Restrictions on Use

2.1 General Uses. The Property may be used for any lawful purpose not specifically prohibited herein or by any applicable zoning or other law, regulation or ordinance.

2.2 Use Restrictions. The following uses shall not be conducted or permitted on the Property:

- a. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed thereon which is or may become a nuisance or which is or may cause an unreasonable disturbance or annoyance to others.
- b. No light shall be emitted from any Lot or Improvement which is unreasonably bright or causes unreasonable glare. No sound or odor will be emitted from any Lot which would reasonably be found by others to be noxious or offensive.
- c. No activity will be conducted on and no Improvement will be constructed on any Lot which is or might be unsafe or hazardous to any person or property.

- d. No refuse, garbage, trash, junk lumber, grass, shrub or tree clippings, waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored or allowed to accumulate on any Lot except that any container may be placed outside at proper times for garbage or trash pick up. All rubbish, trash, and garbage will be regularly removed from the premises and will not be allowed to accumulate thereon.
- e. Not lot will be used for a mobile home park or trailer court, labor camp, junk yard or stock yard.
- f. There will be no interference with the established drainage pattern over any Lot within the Property.
- g. No abandoned or inoperable vehicles will be stored or parked on any Lot.
- i. No mineral exploration, mineral production operations, or quarrying are permitted on any Lot.
- j. Any Improvement constructed on a Lot will comply with all applicable governmental laws and regulations.
- k. No activity will be conducted on any Lot which violates any applicable land use, zoning or building law or regulation.

3.1 Maintenance of Property. Each Owner will be responsible for maintaining its Lot (whether or not improved) and Improvement on its Lot in a safe, clean, and orderly condition.

4. Homeowner's Association. There is created the PK Minor Subdivision Homeowner's Association as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act to maintain the 40' wide access easement and Turn Around Easement shown on the Final Plat which affects Lots 1, 2 and 3 of the PK Minor Subdivision (hereafter referred to as the "Association Lots"). Every Owner of Lots 1, 2 and 3 of PK Minor Subdivision will be a member of the Association, and such membership will be appurtenant to and may not be separated from ownership of the Lot.

The sole purpose of the Association is to maintain and repair the 40' wide access easement and the Turn Around Easement. The Association is authorized to enter into contracts for that purpose and to make assessments on the Owners of the Association Lots for that purpose.

The Association will make assessments on the Owners of the Association Lots to maintain and repair the 40' wide access easement and the Turn Around Easement. The assessments levied by the Association will be used exclusively to pay for the repair and maintenance of the 40' wide access easement and the Turn Around Easement. Each Owner of an Association Lot by acceptance of a deed to an Association Lot agrees to pay to the Association all assessments made by the Association.

An action of the Association, including without limitation, action determining the amount of any assessment, requires the affirmative vote of the Owners owning at least two of the Association Lots. This action may be taken by the written consent of the required number of Owners or by a vote at a meeting of the Association. One third of the total



assessment will be allocated to and assessed to the Owner of each of the Association Lots. The voting rights of any Owner who is more than 30 days past due on the payment of any assessment to the Association will be automatically suspended until the assessment and interest, costs and reasonable attorney's fees associated with the delinquent assessment are paid in full.

Assessments shall be made by written notice from the Association or its representative to the Owners of the Association Lots. Unless a longer period of time is stated in the notice of assessment, all assessments will be due and payable in full fifteen (15) days after the date of the notice of assessment. If an assessment is not paid when due, the Association may bring an action to collect the unpaid assessment, and if the Association successfully brings such an action, the nonpaying Owner will be liable for reasonable attorney's fees and expenses incurred by the Association in collecting the assessment.

5. **Enforcement.** These covenants are for the benefit of and are binding upon the Property and each Owner of any Lot. These covenants may be enforced by any Owner. If an Owner of a Lot is successful in enforcing these covenants, the Owner will be entitled to recover from the person violating these covenants all reasonable attorney's fees and costs incurred by the Owner in its successful effort to enforce the covenants.

6. **Governing Law.** These covenants are governed by and will be construed according to the laws of the State of Wyoming.

7. **Conflicts.** Each Owner will comply with all applicable zoning ordinances, building codes and regulations, and any other governmental restrictions and requirements. In the event of a conflict between this Declaration and any such ordinances, codes, regulations, restrictions and requirements, the more restrictive standard will apply.

Dated this 7 day of January, 2025

Burns Industries, Inc.

By: [Signature]
President

Big Horn Kennels, LLC

By: [Signature]
Gary T. Haydon, Manager

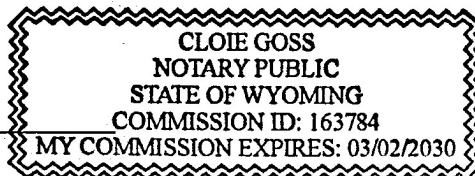
By: [Signature]
Haley King, member

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

This Declaration of Covenants for PK Minor Subdivision was signed before me this 7th day of January, 2025 by D. Bruce Burns, President of Burns Industries, Inc.

[Signature]
Notary Public

My commission expires: 3/2/30



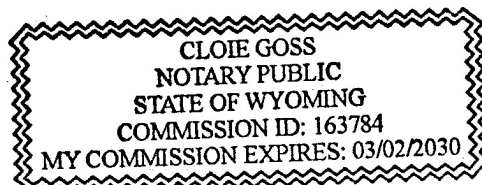
STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

This Declaration of Covenants for PK Minor Subdivision was signed before me this 7th day of January, 2025 by Gary T. Haydon, Manager of Big Horn Kennels, LLC.

[Signature]
Notary Public

My commission expires: 3/2/30

State of Wyoming)
) : ss
County of Sheridan)



This Declaration of Covenants for PK Minor Subdivision was signed before me this 13th day of January, 2025 by Haley King, Member of Big Horn Kennels, LLC.

[Signature]
Notary Public