

DECLARATION OF COVENANTS AND RESTRICTIONS OF THE FREEDOM HILLS SUBDIVISION
CAMPBELL COUNTY, WYOMING

This is a revision to reflect establishment of Freedom Hills Improvement and Service District (September 9, 2002) and the Map dated: 3-7-2003, filed with the Campbell County Elections and Assessor's Offices and the Department of Revenue of the State of Wyoming. Purpose for restrictive covenants is to reserve the quality of living, and to keep and maintain desirable uses within the subdivision. Following limitations and restrictions shall constitute COVENANTS RUNNING WITH THE LAND. These covenants shall be binding upon all future owners, and/or buyers under an agreement for warranty deed or any other agreement for purchase, as well as all assigns and successors interest of the property within the subdivision.

THE BOUNDARIES OF FREEDOM HILLS IMPROVEMENT AND SERVICE DISTRICT ARE DESCRIBED AS FOLLOWS:

Township 50 North, Range 71 West 6th P.M. Campbell County, Wyoming,
Section 23 & 26: The portions that comprise Freedom Hills Improvement and Service District, a platted subdivision, and
Section 24: W 1/2 SW 1/4
Section 25: NW 1/4 NW 1/4 The portion that lays North of Interstate 90

This area is also described as Tract A on a survey plat of the Edwin Moran Ranch Boundary completed by Eagle Enterprises, Inc. and certified by Robert L. St. Claire. Containing approximately 467.30 acres.

The portions of the below stated sections laying South of Interstate 90 and North of Burlington Northern Railroad and Containing approximately 84.76 acres.

Township 50 North, Range 71 West 6th P.M. Campbell County, Wyoming,
Section 24: SE 1/4 SE 1/4
Section 25: N 1/2 N 1/2
Section 26: N 1/2 NE 1/4, NE 1/4 NW 1/4, and

Township 50 North, Range 70 West 6th P.M. Campbell county, Wyoming,
Section 30: NW 1/4 NW 1/4
Section 19: SW 1/4 SW 1/4

This area is also described as Tract B on a survey plat of the Edwin Moran Ranch Boundary, Campbell County Wyoming completed by Eagle Enterprises, Inc. and Certified by Robert L. St. Claire.

1. No more than one (1) residence for living purposes may be located on any lot whether constructed homes, mobile homes or combination of these types of homes. No further subdividing except on those lots with existing multiple utilities, with the approval of the Freedom Hills Improvement and Service District Board. No more tapping into water system, inside and outside of Freedom Hills Improvement and Service District. Dues will be accessed per tap.
2. All mobile homes shall be skirted within two (2) months of occupancy.
3. The property shall not be used for any purpose that would result in the pollution of any water way which flows through or near by said property. No property shall be used in any manner which allows refuse, sewage, or other material to exist or accumulate that might tend to pollute the waters flowing through or near by said property, or that may otherwise tend to impair the ecological balance or beauty of the surrounding properties.

4. All garbage, trash or other debris of any type or nature shall be removed from the premises not less than four (4) times per month. Garbage disposal will be handled by a professional service not by individual land owner/owners. At no time shall any garbage, trash or other debris be allowed to accumulate that creates a public health hazard or nuisance to other owners within the district or the owners of surrounding lands. No portion of the property shall be used or maintained as a dumping ground for trash, garbage and other waste. All trash, garbage or other waste shall be kept in sanitary containers prior to disposal. No burning of garbage in burn barrels. No disposal fires without calling in a controlled burn. Call Campbell County Fire Department at 682-5319.

5. No residence erected or placed upon any of said lots shall be erected, maintained or located nearer to a boundary than twenty feet (20'). There is specifically preserved adjacent to each lot line, (not street boundary) a strip ten feet (10') in width as an easement for utility lines, (water, sewer, and power, etc.) and no building or structure shall be placed thereon. All septic tanks or other sewage disposal systems, (including leach field or other drainage field) and their placements and construction are the responsibility of the owner, and shall be at least fifty feet (50') from any property line and in compliance with applicable state and local laws.

6. All sewage disposal systems shall be of such type and construction so as to prevent dissemination of waste above ground, and prevent the emanation of odor.

7. No salvage yard shall be permitted on any lot. A salvage yard shall include but not be limited to the storage and sale of used junk vehicles, scrap metal, wood or other material.

8. In the event any owner or resident upon said property shall maintain livestock or pets, said owner(s) or resident shall be responsible for constructing such a fence or enclosure, as will restrain and keep all livestock and pets on his own property. As defined by Campbell County Animal Control. Landowners shall be allowed to use live animal traps on their property for the capture for stray/wild cats, dogs or other nuisance animals.

9. Livestock may be kept on the property; however, no more than three (3) head of livestock (no pigs allowed) may be kept on any lot. No commercial or any feed lot shall be permitted. In order to prevent overgrazing, livestock shall be kept in a small corral or enclosure not to exceed twenty percent (20%) of the lot size, and only allowed for occasional grazing in remaining grass area owned and fenced by the owner. Freedom Hills Improvement and Service District Board can levy fines for excess or nuisance animals. No fowl, kitten or puppy mills etc. All animals must be humanly treated. All infraction should be reported to the Campbell County Animal Control.

10. Drainage culverts shall be required in road approaches when necessary to provide drainage, culverts in roadways no less than 14 inches in diameter, driveways are at the discretion of the landowner and Freedom Hills Improvement District.

11. A church facility along with a separate residence for a parsonage shall be acceptable use for any lot.

12. No business selling any form of alcoholic beverage shall be conducted on any lot within the subdivision.

13. No business activity shall be conducted, except that which may reasonably be conducted from within the home in a residential area, unless approved by Freedom Hills Improvement and Service District Board. Lots #7 and #31 are a tank battery and pumping unit and Lot # 5 is Campbell County Fire Station #13. Lots #4 and #6 will remain commercial limited to storage units and grocery store.

14. No right-of-way or additional easements other than those established by the attached plat, shall be created or granted to property outside the dedicated boundaries of the subdivision except as noted in section #2.

15. Campbell County, Wyoming allows no more than two (2) unlicensed automobiles or trucks shall be allowed on any property at any time unless stored within an enclosed building. Violations of this covenant will result in fines per vehicle per month.

16. Activities that create objectionable noise will not be tolerated, as the intent is to provide a peaceful country environment which is conducive to family living. With the high number of shiftworkers, trail bikes, minibikes, vehicles not considered "Street Legal" etc. or other unlicensed machinery which is not properly muffled shall be prohibited. However, machinery, trucks, and other equipment use in construction or in road maintenance, etc.. will be an exception.

17. Each lot owner or buyer under an agreement for deed or other purchase agreement shall be part of Freedom Hills

Improvement and Service District, a non-profit corporation, and shall be subject to an assessment for streets, roads, water systems and trash pick-up within the subdivision, with the exception of no assessment for lot # 5 (Campbell County Fire Station # 13). Such assessment shall be fixed by Freedom Hills Improvement and Service District Board, as of November 1, 2002. The owner on record with Campbell County is responsible for the payment of the Freedom Hills Service and Improvement District dues which will be collected with the property taxes beginning July 1, 2003. The first assessment will include all unpaid dues prior to that date.

18. The Association will hold an annual meeting The third (3rd) week of February of each year and at such time will elect officers, (Election of officers to start in 2006), approve a budget, and schedule regular maintenance for the succeeding year and conduct such other business as may properly come before the District. Mandatory attendance or a notarized absentee ballot (must be received by the first (1st) day of the 3rd week of February if voting. Also restrictions and covenants may be amended or altered at any time upon the written approval of the owners or two-thirds (2/3) of the owners within the District.

19. The term of these restrictive covenants shall be for a period of twenty (20) years, and thereafter said restrictive covenants shall be renewed for an additional term of twenty (20) years. On or before the twentieth anniversary thereafter, those persons owning two-thirds (2/3) of the land within the District, may amend or terminate these covenants by petition. Ballots will be counted during the Annual February meeting and only those in attendance to vote or an absentee ballot, will be counted towards the two-thirds (2/3) of the votes needed.

20. Invalidation of any one or more of the covenants or conditions hereof by court judgement or order shall not affect in any manner the other provisions which shall remain in full force and effect.

21. Any individual, partnership or corporation that is an owner or buyer of a lot within the District under an agreement for warranty deed or any other purchase agreement or their assigns, agents or lessees, violates or breaches any of the covenants or restrictions contained herein, shall be assessed a penalty of \$25.00 per day for each day of a continuing violation. The period of a violation shall be deemed to begin on the written notice to the violator and shall continue until termination of the violation or breach. All penalties assessed under these provisions shall be the property of and paid to the Freedom Hills Improvement and Service District a non-profit corporation. Any landowner of property within Freedom Hills Improvement and Service District or owners adjacent to the District, or their heirs, executors or assigns, or officers of the District shall have the right individually and jointly to proceed at law or in equity violation or breach of any of these covenants and restrictions shall not bar the enforcement at any time. Should it become necessary for any of the above parties to take legal action for the enforcement to these covenants and restrictions, the party so violates the covenants or restrictions shall be liable for all attorneys fees and costs.

22. No more than one mobile home of any type shall be placed upon any lot unless attached to an existing mobile home and sided and painted to create one residential structure. Owner owned travel trailer/campers may be stored on occupied lot provided it is not use for a residential purposes. Existing mobile home storage building, if resided in such a manner as to make it appear as a permanent structure, residing must occur within sixty (60) days of moving home onto lot. No storage unit of that type may be used without Freedom Hills Improvement and Service District Boards approval. As of 11-15-02.

23. The Freedom Hills Waste System is permitted by the State of Wyoming as a domestic water system and shall not be used for any other purpose. In no event shall outside irrigation exceed .25 acres (1/4 acres) or (10,913 square feet) per owned lot, nor for any other water holding facilities. Any violation of water usage shall result in an \$250.00 fine for the first offense. For the second offense and every offense thereafter, a \$500.00 fine will be assessed and the landowner's water will be shut off until said fine is paid.

24. Every person or entity who is a recorded owner of a fee or undivided fee interest in any lot within the Freedom Hills Improvement and Service District, Campbell County Wyoming, including contract sellers, shall be a member of the District. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to an assessment by Freedom Hills Improvement and Service District Board.

25. Officers of the Freedom Hills Improvement and Service District shall include a President who shall preside at the meetings, receive and process complaints, represent the District as necessary before the County Commissioners, and be responsible for getting the maintenance and snow removal done; a Vice President who shall act in the absence of the President; and a Secretary/Treasurer who shall keep all records of the District. All homeowner dues and assessments shall be collected by Campbell County Treasurers office with the property tax notice and will be disbursed to the elected

Directors to disburse for the District's operational expenses. Officers have been elected for 3 year, 4 year and 5 year terms, elections for new terms, starting in the year 2006. The officers of the District may be paid such salary fees as the members of the District determine at the annual meeting.

26. The Covenants and the management of the subdivision will be overseen by the Freedom Hills Service and Improvement District's Board which will operate within the guidelines outlined by the State of Wyoming. This District may not be dissolved without the prior permission of the Board of County Commissioners of Campbell County, Wyoming.

27. Home owners are responsible for accidents that happen with-in their property lines. This should be covered by your personal Home Owners Insurance. Visible addresses with numbers shall be at each lot for emergency response purposes.

Freedom Hills Service and Improvement District Board Members Elected September 9, 2002 are as follows: Edward McNair, President, Wayne Daly, Vice President and Nichol Lena Hall, Secretary Treasurer. We submit this document of: Covenant for Freedom Hills Subdivision in Campbell County Wyoming.

Edward A. McNair
Edward McNair, President

Wayne R. Daly
Wayne Daly, Vice President

Nichol Lena Hall
Nichol Lena Hall, Sec/Treas.

In my presence, Edward McNair, President and Wayne Daly, Vice President and Nichol Lena Hall, Sec/Treas. being the above named, did sign this acknowledgement ~~The above appeared~~ before me in the state of Wyoming County of Campbell this 21st day of March, 2003.

Elna Miller
County Clerk or Notary Public

My commission Expires: June 20, 2003

