

STATE OF WYOMING )  
 ) §  
COUNTY OF CROOK )

TO THE PUBLIC:

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BEAR LODGE HILLS RANCH**

THIS DECLARATION is made on the day hereinafter set forth by Bear Lodge Hills, LLC, a Wyoming limited liability company, as the legal owner of the property situated in Crook County, Wyoming, described herein. Bad River, Inc., a South Dakota corporation, is the purchaser of six (6) parcels of property contained within Exhibit "A" pursuant to an Agreement for Warranty Deed dated December 30, 2004, and by signing this Declaration, consents to and shall be subject to the Declaration of Covenants, Conditions and Restrictions contained herein.

**ARTICLE I  
DEFINITIONS**

1. The "Declarant" shall mean Bear Lodge Hills, LLC.
2. The "Land" shall mean the following described real property located in Crook County, Wyoming:  
Township 50 North, Range 64 West, 6<sup>th</sup> P.M. (RESURVEY)  
~~Section 3:~~ S1/2N1/2, S1/2  
~~Section 4:~~ Lot 1, Lot 2, S1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4, N1/2SE1/4  
~~Section 10:~~ N1/2N1/2

The Land is also collectively referred to as the "Bear Lodge Hills Ranch."

3. "Tract or Tracts" shall mean any parcel or parcels of real estate contained within the Land.
4. The "District" shall mean the Bear Lodge Hills Ranch Service and Improvement District, a Wyoming service and improvement district formed pursuant to W.S. §18-12-101, et. seq.
5. The "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any Tract which is part of the property, including contract sellers, but excluding any of those having an interest merely as security for the performance of an obligation.
6. "Covenants" or "Declaration" shall mean the Declaration of Covenants, Conditions and Restriction For Bear Lodge Hills Ranch contained in this document.

BLHR COVENANTS

**ARTICLE II  
PURPOSE**

This Declaration is established in order to provide a general plan for the improvement and development of the Land. The Declarants desire to subject the Land, and any subdivisions thereof, to certain conditions, covenants and restrictions.

NOW THEREFORE, the Declarants hereby declare all of the Land shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Land and be binding on all parties having any right, title or interest in the above-described Land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE III  
BEAR LODGE HILLS RANCH SERVICE AND IMPROVEMENT DISTRICT**

Declarant is forming the Bear Lodge Hills Ranch Service and Improvement District pursuant to W.S. §18-12-101 et. seq. The roadway easements located within the Land are subject to the District. All maintenance and repairs to the roadway easements located within the Bear Lodge Hills Ranch shall be the mutual responsibility of all Tract Owners and shall be paid by each Tract Owner as assessed by the District. Should the Tract Owner not pay his/her share of any assessment, then, the District shall have a lien against the Tract in addition to the statutory lien as provided for in W.S. §18-12-119, and any amendment thereof in addition to any remedies provided for in this declaration.

**ARTICLE IV  
GENERAL RESTRICTIONS ON ALL TRACTS**

1. Use. Each Tract shall be constructed upon, improved, used and occupied only for private residential purposes. No business, commercial, industrial or manufacturing activity is permitted, whether conducted for profit or not, except horses subject to the additional provisions in these Covenants. No dwelling or any part thereof shall be used as a boarding house, except Owners may lease single-family residences, outbuildings, for residential purposes only.

2. Building Restrictions/Construction. No more than one single-family residence, one guest house, one garage, either attached or detached, and two service-type barns, stables, or sheds, shall be constructed on any Tract.

A. All residence construction shall be stick-built, log homes, or manufactured homes. Manufactured homes shall be placed on a permanent foundation. For the purpose of a manufactured home, a permanent foundation shall be a concrete foundation. No modular homes, mobile homes or trailer houses shall be constructed or placed on the Land. No structure shall have rolled roofing or tarpaper exterior. All exteriors shall be of wood, stone, brick, stucco, steel, or vinyl siding only. All roof materials shall consist of wood shakes, asphalt shingles, or metal (not corrugated tin). The principal residence shall have a minimum fully enclosed finished living area devoted to living purposes, exclusive of porches, terraces, and garage of no less than 1,200 square feet for a one-story dwelling. Where a single-family dwelling contains more than

**BLHR COVENANTS**

one level, the first two levels shall equal no less than 1,500 square feet of floor area. All construction shall be completed within eighteen (18) months following groundbreaking. All construction, including utilities, shall meet the building codes for Crook County, on the date of commencement of said construction.

B. All outbuildings such as, barns, stables or sheds shall be stick built, log, or pole barn construction. Outbuildings exteriors shall be wood or metal that is esthetically consistent with the residence on the Tract and shall not be tarpaper, unpainted corrugated tin or other metal, or slab wood.

#### **ARTICLE V MINIMUM SETBACK REQUIREMENTS**

Each structure on a Tract shall have a fifty (50) foot minimum setback distance measured from any Tract boundary line to the nearest wall of a structure.

#### **ARTICLE VI LANDSCAPE DEVELOPMENT**

All Tracts disturbed by construction shall be reclaimed with ground cover consistent with the topography of the surrounding area in a manner to avoid erosion.

#### **ARTICLE VII VEHICLES**

No vehicles, trailers or any vehicular equipment shall be parked along any of the dedicated easements located within the Land. All recreational vehicles, fifth wheels, camper trailers, horse trailers, boats, boat trailers, and the like shall be parked ~~whenever possible in~~ approved outbuildings. Storage or long-term use of said vehicles or trailers outside of an approved outbuilding is not permitted. Unlicensed, unused, stripped down, partially wrecked, immobile or inoperative vehicles must be parked in approved outbuildings. Truck-tractors and/or semi trailers and/or commercial two-axle vehicles, which are twenty (20) feet in length or greater are not permitted to park anywhere within the Land.

#### **ARTICLE VIII SANITARY SYSTEMS**

All septic tanks or other sewage disposal systems must be designed, located and constructed in accordance with the regulations, requirements and standards of the Wyoming Department of Environmental Quality and any other State or County agency having jurisdiction over the Land.

#### **ARTICLE IX PROHIBITION AGAINST NOXIOUS ACTIVITY ON TRACTS**

No noxious activity shall be permitted on any Tract which is a nuisance to adjoining Tracts or which could foreseeably become a nuisance to adjoining Tracts. Overgrazing, or using the property in such a manner that creates or permits erosion or other waste shall be considered a nuisance.

**BLHR COVENANTS**

**ARTICLE X  
AESTHETIC MAINTENANCE**

All property shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Land.

**ARTICLE XI  
TEMPORARY AND GUEST QUARTERS**

With the exception of a motor home or travel trailer as allowed in this Article, no structure of a temporary character, such as a mobile home, basement, tent, shack, garage or other building shall be used on any Tract at any time as a residence, either temporarily or permanently. However:

- a. An Owner or Owner's guest may locate or live in a motor home or travel trailer on a Tract for up to three separate ten-day periods per calendar year provided that the motor home or travel trailer is removed from the Tract for at least ten days between the periods of location and occupancy.
- b. An Owner may locate and live in a motor home or travel trailer on his or her Tract for a period not to exceed eighteen (18) months during the term of actual construction of the permanent dwelling upon the Tract. The motor home or travel trailer shall be promptly removed or stored after completion of the permanent residence pursuant to these Covenants.

**ARTICLE XII  
OWNER LIABLE FOR LESSEE**

Any Owner who leases or otherwise transfers any interest in a Tract shall be responsible for assuring compliance by the Lessee or assigned interest holder with all provisions of these Covenants and any assessments by the District. The Owner shall be jointly and severally responsible with the Lessee for any such violations.

**ARTICLE XIII  
TELEPHONE, ELECTRICAL AND UTILITY WIRES**

All telephone, electrical and other utility wires and/or cables must be placed underground from the trunk lines to each residence.

**ARTICLE XIV  
FENCES**

Any fences constructed on a Tract shall be rail or other suitable open wood construction or smooth wire, barbed wire or steel/wood gate construction.

**ARTICLE XV  
SIGNS**

The Declarant may place a sign at each entrance to the Land advertising the name of Bear Lodge Hills Ranches. No other signs are permissible except for "For Sale", "For Rent", and "Private Driveway" name signs.

**BLHR COVENANTS**

**ARTICLE XVI  
BUILDING PLANS AND APPROVAL**

Until such time as seventy-five per cent (75%) of the Tracts have been sold the Declarant shall have the authority and responsibility for approving or disapproving of proposed construction and location plans to determine compliance with these Covenants. The Declarant may resign from this responsibility by delegating the same to the Board of Directors of the District in writing. If the stated percentage of lots has not been sold the Declarant may withdraw its resignation at any time by writing to the Board of Directors.

Upon the sale of seventy-five per cent (75%) of the Tracts, the Board of Directors of the District is charged with the authority and responsibility for approving or disapproving proposed construction and location plans to determine compliance with these Covenants. The Board of Directors may delegate all or a portion of its oversight responsibilities to an Architectural Control Committee consisting of three or more Owners.

No building shall be erected, placed or altered on any residential Tract until the construction plans, specifications and a plan showing the location of the structure have been approved in writing by the Declarant, a majority of the Board of Directors or Architectural Control Committee. In the event the Board of Directors or Architectural Control Committee fail to take action of either approval or disapproval of the plans and specifications within thirty (30) days after the plans and specifications have been submitted to the Board of Directors or architectural committee, the plans shall be deemed to have been approved.

**ARTICLE XVII  
OTHER PROHIBITED USES**

1. No part of a Tract shall be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or other non-residential purpose, including, but not limited to, stores, shops, repair shops, storage or repair garage, restaurant, dance hall, pipe yard, commercial trucking, construction yard, or other place of amusement.

2. Hunting. No hunting by the general public shall be allowed on any Tract.

**ARTICLE XVIII  
MINING AND QUARRYING OPERATIONS**

No mining or quarrying operations for gravel or other natural resources contained on the surface of the Land shall be allowed.

**ARTICLE XIX  
ANIMALS AND LIVESTOCK**

Owners may maintain no more than six (6) head of livestock on a Tract, two (2) of which may be cattle. No swine, goats, or poultry shall be raised, bred or kept on the Land. All domesticated animals, including household pets, must be restrained from running at large through the Land.

**ARTICLE XX  
NO SUBDIVISIONS**

No Owner may further subdivide a Tract, either by formal subdivision or by sale of a Tract in more than one parcel.

**ARTICLE XXI  
RUBBISH AND TRASH COLLECTION**

No Tract shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Tract, and shall not be allowed to accumulate thereon. Each Tract Owner shall be responsible for arranging private pickup and removal of garbage at least once every two (2) weeks. All refuse containers, storage areas, machinery and equipment shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

**ARTICLE XXII  
MISCELLANEOUS PROVISIONS**

1. Severability. In the event a court of competent jurisdiction declares any portion of these Covenants to be invalid or unenforceable, the remaining provisions of these Covenants shall remain in effect.

2. Effect and Duration. These Covenants shall run with the Land and shall be for the benefit of and binding on each Tract, Owner, and their respective heirs, assigns, agents, invitees, social guests, and successors in interest and shall continue to be of full force and effect perpetually unless these Covenants are terminated pursuant to the laws of the State of Wyoming.

3. Amendments. These Covenants may be amended by a vote of seventy-five percent (75%) or more of the Tract Owners.

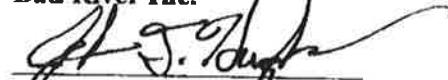
4. Enforcement. Any Tract Owner, the District, Board of Directors of the District, or any officers thereof may institute proceedings at law or in equity to enforce any of the provision of these Declarations, to restrain any individual or entity from violating or threatening to violate these Covenants, to recover damages both actual and punitive, for such violations and shall be entitled to collect all attorney's fees and collection costs incurred in the successful enforcement of these Covenants. Failure to enforce any Covenant herein contained shall in no event be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand this 19<sup>th</sup> day of April, 2005.

**Bear Lodge Hills LLC**

  
John F. Adams, Member

**Bad River Inc.**

  
Job T. Hughes, President

Bear Lodge Hills LLC

Steven A. Hornig  
Steven A. Hornig, Member

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )

Subscribed and sworn to before me by John F. Adams, Member of Bear Lodge Hills LLC,  
this 19<sup>th</sup> day of April, 2005.

WITNESS my hand and official seal.

Suzanne M. Senn  
Notary Public

My commission expires:

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennepin )



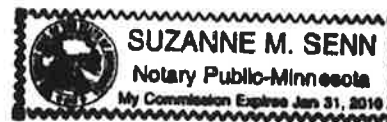
Subscribed and sworn to before me by Steven A. Hornig, Member of Bear Lodge Hills  
LLC, this 19<sup>th</sup> day of April, 2005.

WITNESS my hand and official seal.

Suzanne M. Senn  
Notary Public

My commission expires:

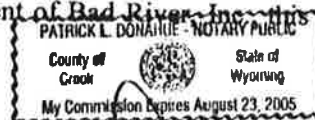
STATE OF WYOMING )  
 ) ss.  
COUNTY OF CROOK )



Subscribed and sworn to before me by Jeb T. Hughes, President of Bad River, Inc. this  
29<sup>th</sup> day of April, 2005.

WITNESS my hand and official seal.

Patrick L. Donahue  
Notary Public



My commission expires: 8-23-05

BLHR COVENANTS

CONSENT AND SUBORDINATION BY MORTGAGEE

Meleagris Acres, a partnership, as Mortgagee of Land hereby consents to the Declaration of Covenants, Conditions and Restrictions contained herein, and subordinates its mortgage for purposes of the establishment and enforcement of the Covenants.

Robert T. Perala  
Robert T. Perala, Partner

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me by Robert T. Perala, Partner, Meleagris Acres, this 10<sup>th</sup> day of May, 2005.

WITNESS my hand and official seal.

Melanie Idler  
Notary Public

My commission expires: 3/7/2009





STATE OF WYOMING )  
 ) §  
COUNTY OF CROOK )

TO THE PUBLIC:


AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BEAR LODGE HILLS RANCH

COMES NOW the undersigned, the Declarant, and Owners of Tracts which are a part of the real property located in Crook County, Wyoming and described as Bear Lodge Hills Ranch in the "Declaration of Covenants, Conditions and Restrictions for Bear Lodge Hills Ranch" (herein the Covenants) dated April 19, 2005, and recorded at Photo Book 430, Page 0677, on May 11, 2005, in the records of the Crook County Clerk, Crook County, Wyoming and state as follows:


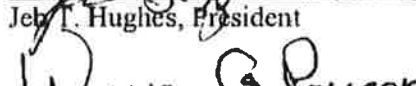
Pursuant to Article XXII, Paragraph 3, of the Covenants titled "Amendment" the undersigned being the Owners of seventy-five percent (75%) or more of the Land, hereby amend the Covenants deleting Article XIII "Telephone, Electrical and Utility Wires" in its entirety. In all other respects the Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners, have hereunto set their hand.

Bear Lodge Hills, LLC

  
John F. Adams, Member

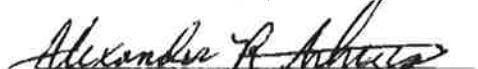
Bad River, Inc.


  
Jeb T. Hughes, President  
  
- William G. Pollock

Paul Henry Harris, Jr.

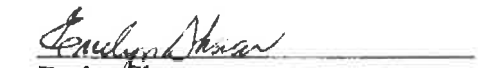
Robert Scott Haliburton

Thomas E. Gardner, Trustee

  
- Alexander R. Achtziger

  
Anna Achtziger

  
- L.L. Skaar

  
- Evelyn Skaar

Debra Kay Haliburton

STATE OF WYOMING )  
 ) §  
COUNTY OF CROOK )

TO THE PUBLIC:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BEAR LODGE HILLS RANCH

COMES NOW the undersigned, the Declarant, and Owners of Tracts which are a part of the real property located in Crook County, Wyoming and described as Bear Lodge Hills Ranch in the "Declaration of Covenants, Conditions and Restrictions for Bear Lodge Hills Ranch" (herein the Covenants) dated April 19, 2005, and recorded at Photo Book 430, Page 0677, on May 11, 2005, in the records of the Crook County Clerk, Crook County, Wyoming and state as follows:

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Bear Lodge Hills, LLC

\_\_\_\_\_  
John F. Adams, Member

  
\_\_\_\_\_  
Thomas E. Gardner, Trustee

Bad River, Inc.

\_\_\_\_\_  
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Jeb T. Hughes, President

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STATE OF WYOMING )  
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Bear Lodge Hills, LLC

\_\_\_\_\_  
John F. Adams, Member

\_\_\_\_\_  
Thomas E. Gardner, Trustee

Bad River, Inc.


\_\_\_\_\_  
Alexander R. Achtziger

\_\_\_\_\_  
Jeb T. Hughes, President

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Robert Scott Haliburton

\_\_\_\_\_  
Debra Kay Haliburton

STATE OF WYOMING    )  
   ) §  
 COUNTY OF CROOK    )

TO THE PUBLIC:

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Bear Lodge Hills, LLC

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 John F. Adams, Member

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 Thomas E. Gardner, Trustee

Bad River, Inc.

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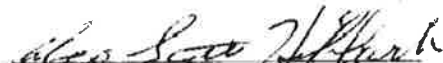
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 Paul Henry Harris, Jr.

\_\_\_\_\_  
 Evelyn Skaar

  
 Robert Scott Haliburton

  
 Debra Kay Haliburton



STATE OF Wyoming )  
 ) ss.  
COUNTY OF Crook )

Subscribed and sworn to before me by Alexander R Achtizer and Anna Achtizer,  
this 2 day of November, 2005.

WITNESS my hand and official seal.



Patrick L. Donahue  
Notary Public

My commission expires:

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Crook )

Subscribed and sworn to before me by L.L. Skaar and Evelyn Skaar this 7 day  
of December, 2005.

WITNESS my hand and official seal.



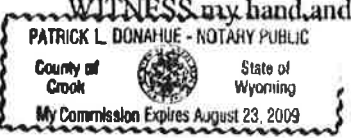
Patrick L. Donahue  
Notary Public

My commission expires:

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Crook )

Subscribed and sworn to before me by William G. Pollock this 21 day of  
November, 2005.

WITNESS my hand and official seal.



Patrick L. Donahue  
Notary Public

My commission expires:

NOTARIZATION

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by Steven A. Hornig, Member of Bear Lodge Hills LLC, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF WYOMING )  
 ) ss.  
COUNTY OF CROOK )

Subscribed and sworn to before me by Jeb T. Hughes, President of Bad River, Inc., this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF Rhode Island )  
 ) ss.  
COUNTY OF Providence )

Subscribed and sworn to before me by Thomas E. Gardner, Trustee, this 3rd day of October, 2005.

WITNESS my hand and official seal.

Kathleen M. Kruczek  
Notary Public

My commission expires: Sept 4, 2009

**KATHLEEN M. KRUCZEK**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES**  
**SEPTEMBER 4, 2009**

Notary Public

My commission expires:

STATE OF South Dakota )  
COUNTY OF Pennington ) ss.

Subscribed and sworn to before me by Paul Henry Harris, Jr. this 11<sup>th</sup> day of Oct, 2005.

WITNESS my hand and official seal.



Susan B. Caron  
Notary Public

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Subscribed and sworn to before me by Robert Scott Haliburton and Debra Kay Haliburton this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:



Notary Public

My commission expires:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me by Paul Henry Harris, Jr. this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Anoka )

Subscribed and sworn to before me by Robert Scott Haliburton and Debra Kay Haliburton this 11th day of October, 2005.

WITNESS my hand and official seal.

Julia M. Tembreull  
Notary Public

My commission expires: Jan. 31, 2008



STATE OF WYOMING )  
 ) §  
COUNTY OF CROOK )

TO THE PUBLIC:

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IN WITNESS WHEREOF, the undersigned, being the Declarant and Owners, have hereunto set their hand.

~~Bear Lodge Hills, LLC  
John F. Adams, Member  
Bad River, Inc.  
Jeb T. Hughes, President~~

*Michael E. D'Angelo, Trustee*  
Michael E. D'Angelo, Trustee  
*Carol A. D'Angelo, Trustee*  
Carol A. D'Angelo, Trustee

STATE OF Florida  
 ) ss.  
COUNTY OF St. Lucie

Subscribed and sworn to before me by Michael E. D'Angelo, Trustee and Carol A. D'Angelo, Trustee, this 16<sup>th</sup> day of Dec, 2005.

WITNESS my hand and official seal.

*Teresa D. Kilpatrick*  
Notary Public

My commission expires: 08/31/08

