No. 697411 Photo Book 695 Page 171
Filed for record 10/7/2025 at 1:13 PM
Melissa Jones, Crook County Clerk

TO THE PUBLIC:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RED DEVIL DRIVE ADDITION, PHASE 3, TOWN OF HULETT, CROOK COUNTY, WYOMING

THIS DECLARATION is made on the day hereinafter set forth by the Town of Hulett, a Wyoming municipality, as the legal owner of the property situated in Crook County, Wyoming, described herein (hereinafter referred to as the "DECLARANT").

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property located in Crook County, State of Wyoming, described as *Lots 1 and 2, Red Devil Drive Addition, Phase 2, and Lots 1 through 35, Red Devil Drive Addition, Phase 3, to the Town of Hulett, Crook County, Wyoming* (hereinafter the "Property").

AND WHEREAS, in order to establish a general plan for the improvement and development of the Property, the DECLARANT desires to subject the Property, and any subdivision thereof, to certain covenants, conditions and restrictions, upon and subject to which all of the Property shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said Property, subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby declares that all of the Property described herein-above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of the land, and which shall run with the land and be binding on all parties having any rights, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and which are intended not to be merely personal.

ARTICLE I
DEFINITIONS

Section 1: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this DECLARATION.

Section 2: The term "Subdivisions" shall mean and refer to that certain real property herein before described as the Red Devil Drive Addition, Phase 2, and Red Devil Drive Addition, Phase 3, each to the Town of Hulett, Crook County, Wyoming.

Section 3: The term "Lot" or "Lots" shall mean and refer to any one or more of the Lots located within the Subdivisions.

Section 4: The term "Owner" or "Owners" shall mean and refer to the record owners, whether one or more persons or entities of a fee simple title to any Lot which is within the Subdivisions, including contract sellers, but excluding those having such interest merely as security for the performance of obligation. Residential tenants shall not be considered "Owners" under the terms of this Declaration.

Section 5: The term "Town" shall mean the Town of Hulett, Crook County, Wyoming as governed by its duly elected Town Council.

ARTICLE II
NATURE AND PURPOSE OF COVENANTS

The Subdivisions as described above shall be made up of Lots of varying sizes. The covenants set forth in this DECLARATION constitute a general scheme for the development, protection and maintenance of the Property to enhance the value, desirability and attractiveness of the Lots for the benefit of all Owners and Lots therein. These covenants are imposed upon DECLARANT, and upon the Owners of all Lots. Said covenants are for the benefit of all Lots and shall bind the Owners of all such Lots. Such covenants shall be a burden upon and a benefit not only to the original Owner of each Lot, but also his heirs, successors and assigns.

ARTICLE III
ACCEPTANCE OF COVENANTS

Each Owner, as grantee in any deed or conveyance of an ownership interest, is and shall be subject to this Declaration by acceptance of a deed or other instrument conveying title, or the execution of a contract for purchase. Every Owner shall be deemed to have accepted this Declaration and each and all of the covenants and the agreements herein contained. By such acceptance, each Owner has and shall continue to, for himself, his heirs, personal representatives, successors and assigns covenant, consent and agree to and with this Declaration and to and with the grantees and subsequent Owners of each of the Lots within the Subdivisions to keep, observe, comply with and perform the covenants and agreements of this Declaration.

ARTICLE IV
USE AND RESTRICTIONS

Section 1: DESIGNATION OF RESIDENTIAL, COMMERCIAL and MULTI-FAMILY LOTS

a. Single Family Residential Lots. The following Lots shall be utilized only for single family residential purposes: *Lots 1 through 33 of Red Devil Drive Addition, Phase 3, to the Town of Hulett, Crook County, Wyoming.* No commercial activity of any kind shall be

permitted on any Lot designed for residential use. For purposes of this provision, home daycare businesses, home offices, and business conducted exclusively via the internet shall not be considered commercial in nature and shall be allowed on Lots designated as single family residential. Except as set forth above, no part of any Lot designated as single family residential shall be used for commercial purposes including, but not limited to, manufacturing, repair shops, storage or repair garage, oil field business, methane business or construction business. All single family residential Lots shall have a minimum fully enclosed finished living area devoted to living purposes, excluding porches, terraces and garages, of not less than 1,300 square feet.

b. Commercial Lots. The following Lots shall be utilized only for commercial purposes: *Lots 1A, 1B and 1C of Red Devil Drive Addition, Phase 2, to the Town of Hulett, Crook County, Wyoming.* No residential structures shall be constructed on Lot 1A, 1B or 1C which are designated for commercial use.

c. Multi-Family. The following Lots may be utilized for multi-family residential purposes: *Lots 9, 19, 28, 34 and 35 of Red Devil Drive Addition, Phase 3, to the Town of Hulett, Crook County, Wyoming.* Lots designated as multi-family shall be utilized primarily for residential purposes. All multi-family structures shall be "stick-built" only. No commercial activities may be operated from any Lot designated as multi-family. For purposes of this provision, businesses which are operated primarily for residential rental purposes, home offices, home day cares and businesses which are operated exclusively via the internet shall not be considered as commercial in nature and shall be allowed on Lots designated as multi-family. Except as set forth above, no part of any Lot designated as multi-family residential shall be used for any commercial purpose including, but not limited to, manufacturing, repair shops, storage or repair garage, oil field business, methane business or construction business.

Section 2: CONSTRUCTION

All construction within the Subdivisions shall be new construction only. All structures shall be placed on a permanent foundation. Pier and beam foundation may be considered a permanent foundation, provided that engineered drawings of such foundation are approved by the Town. No mobile homes or trailer houses shall be allowed on any Lot. No structure shall have rolled roofing or tar-paper exterior. All residential structures shall be designed with hip roofs.

Section 3: DEVELOPMENT OF LOTS

The DECLARANT has developed the Subdivision with the intention of creating reasonable cost housing alternatives for prospective homeowners. As such, no undeveloped Lot may be purchased and held solely for investment purposes. In order to promote the DECLARANT'S stated intention of creating reasonable cost housing alternatives, the DECLARANT reserves the right to restrict the number of Lots that may be purchased by any prospective Owner to no more than three (3) Lots at any given time. All undeveloped Lots purchased directly from the DECLARANT shall be developed within twenty-four (24) months

of purchase from the DECLARANT. Extensions may be granted by DECLARANT provided that reasonable efforts have been made by the Owner to complete the development of the Lot. All Lots within the Subdivision shall be subject to the duly adopted Ordinances and Resolutions of the Town.

Section 4: SHORT-TERM and LONG TERM RENTAL

Residences which are owned and operated primarily as long-term rental units shall not be considered commercial in nature and may be allowed on single family residential Lots and multi-family residential Lots. Short-term rental units (e.g. Vrbo, Airbnb) shall be allowed provided that such use does not occur more than thirty (30) days in any calendar year. Short-term rental units are otherwise prohibited.

For purposes of this Section 2, a "long-term rental unit" shall mean any property which is rented for an individual term of thirty (30) days or more. A "short-term rental unit" shall mean any property which is rented for an individual term of less than thirty (30) days.

Section 5: RUBBISH AND TRASH COLLECTION

No Lot shall be used or maintained as a dumping ground for rubbish or trash. All rubbish, trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. All refuse containers shall be maintained in a clean and sanitary manner and secured so trash may not be blown or scattered in any manner.

Section 6: AESTHETIC MAINTENANCE

All Lots shall be maintained and kept in good repair so as to not detract from the aesthetics and general appearance of the Subdivisions. Any condition considered offensive, a nuisance or an eyesore, or its equivalent, must be corrected within thirty (30) days of the Lot Owner's receipt of written notification of the same.

ARTICLE V
GENERAL PROVISIONS

Section 1: COVENANTS RUN WITH LAND

These Covenants run with the land and are binding upon all Lot Owners, their heirs, successors and assigns.

Section 2: AMENDMENT

These Covenants may be amended at any time by the DECLARANT until such time as all Lots have been sold by the DECLARANT. After all Lots have been sold by the DECLARANT, these Covenants may be amended as follows:

a. Phase 2: These Covenants may be amended as to their applicability to commercial Lots only upon a vote of seventy-five percent (75%) or more of the Lot Owners within Phase 2 of the Subdivisions. It is the intention of the DECLARANT that single family residential Lot Owners and multi-family residential Lot Owners shall not be allowed to vote on matters which affect only commercial Lots.

b. Phase 3: These Covenants may be amended as to their applicability to single family residential and multi-family residential Lots only upon a vote of seventy-five percent (75%) or more of the Lot Owners within Phase 3 of the Subdivisions. It is the intention of the DECLARANT that commercial Lot Owners shall not be allowed to vote on matters which affect only single family residential Lot Owners and multi-family residential Lot Owners.

c. Phase 2 and 3: These Covenants may be amended as to their applicability to all Lots within the Subdivisions only upon a vote of seventy-five percent (75%) or more of the Lot Owners within Phase 2 and Phase 3 of the Subdivisions.

For purposes of voting upon any amendment to these Covenants, the Owner(s) of each Lot shall be entitled to only one vote per Lot owned. All Amendments shall be in writing and shall be signed and acknowledged by the requisite number of Lot Owners as set forth herein and shall be recorded in the records of the Clerk of Crook County, Wyoming.

Section 3: ENFORCEMENT

Any individual Lot Owner (including DECLARANT) shall have the right to enforce, by any proceeding in law or equity, all covenants now or hereinafter imposed by the provisions of this Declaration. Failure by any Lot Owner to enforce any covenant herein contained shall in no event be deemed a waiver of right to do so thereafter. Such failure shall not prevent any Lot Owner from enforcing any subsequent covenant violation.

Section 4: ATTORNEY FEES

Any expense reasonably incurred in enforcing any of the above covenants, which shall include reasonable attorney's fees incurred by the enforcing Lot Owner(s), shall be paid by the Lot Owner(s) against whom the covenants have been successfully enforced. If the Lot Owner is the successful party to any such enforcement action, such Lot Owner shall be entitled to recover its reasonable attorney's fees and costs incurred in defending any such enforcement action.

Section 5: SEVERABILITY

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

Section 6: WAIVER OF JURY TRIAL

The Declarant and each Lot Owner do hereby irrevocably waive any and all right to trial

by jury of any claim or cause of action in any proceeding arising out of or related to this Declaration or any transaction or event contemplated hereby or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. The Declarant and Lot Owners each agree that any and all such claims and causes of action shall be tried by the court without a jury. Each further waives any right to seek to consolidate any such proceeding in which a jury trial has been waived with any other proceeding in which a jury trial cannot or has not been waived. Each further agrees that this provision shall not merge with any deed or conveyance which may be granted by the Declarant or any Lot Owner.

Section 7: GOVERNMENTAL IMMUNITY

DECLARANT does not waive governmental immunity by entering into this Declaration and, unless specifically and expressly waived, DECLARANT retains all immunities and defenses available to it pursuant to W.S. 1-39-101 through 122 and all other applicable law. The Parties agree that any ambiguity in this Declaration will not be strictly construed, either any party, except that any ambiguity as to governmental immunity will be construed in favor of governmental immunity.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 1 day of October, 2025.

DECLARANT:

TOWN OF HULETT, a Wyoming Municipality

BY: Charles T. Parsons

Charles T. Parsons, Mayor

Attest:

Melissa Bears

Melissa Bears, Town Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CROOK)

Subscribed, sworn and acknowledged before me by Charles T. Parsons, Mayor of the Town of Hulett, a Wyoming municipality, DECLARANT, on this 1 day of October, 2025.

WITNESS my hand and official seal.

Melissa Bears
Notary Public

MELISSA BEARS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 95114
MY COMMISSION EXPIRES: 12/07/2028

My commission expires: 12.7.2028

#697411
SUNDANCE LAW
#30-V# 2579