

\$62.00

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NO. 793716  
ELIZABETH G. WADE, CLERK

RIVER RANCHES

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS

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This Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective this 14 day of NOVEMBER, 1994, by River Ranches Equestrian & Fishing Estates at Freedom, Wyoming, LLC, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the following described land in Lincoln County, Wyoming:

- N1/2 NE1/4 Section 27
- SE1/4 Section 22
- S1/2 NE1/4 Section 22
- S1/2 NW1/4 NE1/4 Section 22
- S1/2 NE1/4 NE1/4 Section 22
- S1/2 NE1/4 NE1/4 Section 22
- E1/2 SE1/4 NW1/4 Section 22
- E1/2 SE1/4 SW1/4 Section 22
- SE1/4 SW1/4 Section

WHEREAS, Declarant purposes that said land shall be sold in 50 lots each of which shall contain at least 4.7 acres, more or less, said lots more particularly described on the plat thereof, and desires to place covenants and restrictions upon said lots for the benefit of the Owners of all said lands.

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

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to River Ranch Homeowners Association, a Wyoming nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any lot which is a part of the properties, including buyers under a contract for deed, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such other real property as may be annexed hereafter by Declarant or their successors.

Section 4. "Lot" shall mean and refer to any lot as separately numbered and described on the plat and/or additional plats of other real property as may be annexed hereafter by Declarant.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Also, this shall refer to all common use area, i.e., roads, boat ramps, and recreation easements. The Common Area owned by the Association is described on the plat

Section 6. "Declarant" shall mean and refer to the individuals named above and their successors and assigns.

## ARTICLE II - PROPERTY RIGHTS.

Section 1. Easements reserved by Declarant for conveyance to the Association. Declarant hereby reserves, for conveyance to the Association for the benefit of all Owners, the following easements:

(a) An easement over and across all lots for the construction maintenance and use of all roads, including , temporarily, existing private roads as the same are now located upon the properties, and proposed private roads as shown on the plat and/or additional lots. The roads and trails shown as existing or proposed private roads on said plat shall remain private roads for the use only of Declarant, Declarant's successors, and the Owners, their guests and permittees, including when necessary in the performance of their duties, public officials and employees and volunteers engaged in preservation and maintenance of life, health, property and the conservation of fauna and flora.

(b) An easement over, through and across all land within road easements and within ten feet of all lot boundaries for the installation and maintenance of gas lines, water lines, sewage disposal lines, power lines, telephone lines, irrigation water lines and other utilities. Installations for gas, electric power and telephone lines, shall be underground and at the expense of the Declarant, excepting water lines for irrigation. All owners shall construct underground irrigation water lines to their property, if necessary and upon building of their residence. Owners may and are encouraged to form groups with common pumps. If a lot owner ties into existing line installed by another lot owner, said lot owner shall pay prorated cost of pump and trunk line. All lot owners hereby agree that changes of points of diversion and/or trading of water rights may be necessary. Any of the above changes shall be administered by the

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developer in conjunction with the Wyoming State Water Engineer. Each lot owner hereby agrees to sign any necessary paperwork, assist and otherwise enable developer to rectify any water problems within River Ranch Equestrian & Fishing Estates.

Declarant agrees to convey the easements reserved above to the association prior to the time of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to provide reasonable restrictions on the use of the common area for the overall benefit of its members, including limitations of the number of guests permitted to use the common area and restrictions or prohibitions on the use of motorized vehicles in the common area;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the recreation facilities by any Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS.

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have 1 class of voting membership. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot; all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Section 3. Legal Status. The owners by and of themselves do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to Property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association or officer thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the charter, the bylaws, or by applicable law.

Section 4. Management of Association and Property. The management and maintenance of the Property and the business shall be managed by the members of the Association as provided in this Declaration and its articles and by-laws. All agreements and determinations with respect to the Property lawfully made or entered into by the Association shall be binding upon all of the Owners and their successors and assigns.

Section 5. Authority and Duties. The duties and obligations of the Association and rules governing the conduct of the Association shall be as set forth in the Articles of Incorporation and the Bylaws of the Association as they may be amended from time to time. Including but not limited to the process for the election of Officers & Board of Directors, establishment of the site committee, rules to handle grievances, variances and all other normal and reasonable tasks of a home owners association.

Section 6. Limited Liability of Association, etc. Members of the Association and their officers, assistant officers, agents and employees acting in good faith on behalf of the Association:

(a) Shall not be liable to the Owner as a result of their activities as such for any mistake of judgment, negligence or other wise, except for their own willful misconduct or bad faith;

(b) Shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such;

(c) Shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith:

(d) Shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE IV - ASSESSMENTS.

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for

capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any expenses and costs of enforcing these covenants, conditions and restrictions. The annual and special assessment, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the establishment, improvements and maintenance of facilities enhancing the use and enjoyment of the common area and of the homes situated upon the properties, including but not limited to maintenance of roads on easements owned by the Association, and the cost of labor, equipment, materials, management and supervision, road maintenance and utility line maintenance, common landscape buffers, bridges, waterways, Association employee's wages, mailing costs and other related expenses incurred on behalf of the Association. Cost and Assessment to those lot owners who use the equestrian facilities shall be above and beyond those assessments mentioned in Section 3. Maximum Annual Assessment.

Section 3. Maximum Annual Assessment. Until January 1, 1996, the maximum annual assessment shall be \$420.00 per lot. From and after January 1, 1996, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership; and, after January 1, 1996, the maximum annual assessment

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may be increased above 10% by a vote of two-thirds (2/3) of the membership who are voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum. In addition to the annual assessments, if the Association provides services to lots upon which dwellings have been constructed, including but not limited to hauling water, or providing for collection of trash and garbage, the Association may make user charges for such services to the Owners of the lots directly benefiting from such services. The Association shall prepare an annual budget estimate for Common Services and administration of the Association and fix the amount of the Annual Assessment based upon its estimate. Such annual budget shall be prepared and approved by the Association at least thirty (30) days in advance of each Annual Assessment period. Snow removal shall be a variable expense which shall be billed monthly during months when such removal is necessary.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the asset of two-thirds (2/3) of the votes of members who are voting or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than forty-five (45) days in advance of the meeting. At the



first such meeting called the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of July 1, 1995. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot. This shall also

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include any additional Assessment or fees owed in conjunction with use of the equestrian facilities.

Section 9. Subordinate of the Lien to Mortgages. The lien of the assessments provided for herein shall be governed according to Wyoming State Law. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot, pursuant to mortgage or lien foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V - ARCHITECTURAL STANDARDS

Section 1. Site Committee: Organization. There shall be a Site Committee organized as follows: The Site Committee shall consist of three members of the Association.

Section 2. Initial Site Committee. The members of the initial Site Committee shall consist of three members of River Ranch Equestrian & Fishing Estates, LLC, and shall resign as soon as the Homeowners Association is organized and has voted in their own site committee. The three members of the LLC sitting on the initial Site Committee need not be the same.

Section 3. Site Committee - Duties. It shall be the duty of the Site Committee to consider and act upon such proposals for plans submitted to it from time to time, to adopt rules and regulations, to be known as "Site Committee Rules", pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by these covenants.

Section 4. Site Committee - Meetings, Action, Expenses. The Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of the three (3) members shall

constitute an act by the Site Committee. The Site Committee shall keep and maintain a record of all action taken by the Site Committee at such meetings or otherwise, from time to time. Unless authorized by the Association, the members of the Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for reasonable expenses incurred by them in connection with the performance of any Site Committee function. Site committee may from time to time hire an architect for consultation.

Section 5. Site Committee - Rules. The Site Committee may, from time to time, and at its sole discretion, adopt, amend and repeal by unanimous vote, the Site Committee Rules. A copy of the Site Committee Rules, as they may from time to time be adopted, amended or repealed, certified by any member of the Site Committee, shall be available to each Lot Owner, and shall have the same force and effect as if they were a part of the Covenants. The Site Committee may record the rules if deemed necessary.

Section 6. Non-Waiver. The approval by the Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Site Committee under the Covenants, shall not be deemed to constitute a waiver of any right to subsequently or additionally approve or disapproved plans submitted for approval.

Section 7. Estoppel Certificate. Within Thirty (30) days after written demand therefor is delivered to the Site Committee by any Owner, and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Association, the Site Committee shall record an estoppel certificate executed by the three (3) members, certifying with respect to any plans of said Owner that as of the date thereof either: (1) all improvements or other work made or done by the Owner, or otherwise, comply with the Covenants; or (2)

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such improvements and/or work do not comply, in which event the certificate shall also: (a) identify the noncomplying improvements and/or work; and (b) set forth with particularity the cause of causes for such noncompliance. Any purchaser from the Owner, or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant and all Owners and such purchaser, mortgagee or other encumbrancer.

Section 8. Site Committee - Liability. Neither the Site Committee nor any members thereof shall be liable to the Association or to any Owner or project committee for any damage, loss or prejudice suffered or claimed on account of (1) the approval of any plans, drawing and specifications, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specification; (3) the development, or manner of development, of any property within the project; or (4) the execution and filing of an estoppel certificate pursuant to Section 7 of this Article, whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith. without in any way limiting the generality of the foregoing, the Site Committee, or any member thereof, may, but is not required to, consult with or hear the Association or any Owner with respect to any plans, drawings or specification, or any other proposal submitted to the Site Committee.

Section 9. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing or any and all improvements and site preparation upon each lot, and shall be reflected in the Site Committee Rules.

Section 10. Design Character. The desire of the Declarant is that the design of the houses shall be consistent with that of the "Ranch" style homes, and

that landscaping is commensurate with the natural surroundings. Two story homes will however, be allowed. Minimum square footage on main home is 1200 square feet of living area on the main floor.

A. All improvements shall be of new construction. Prebuilt, component, or modular construction shall not be permitted. All buildings shall require a Lincoln county building permit.

B. Exterior materials shall be new material, except for architectural detailing, which may utilize used materials, provided, however, that used materials be approved for barns and other outbuildings. Acceptable materials shall be wood, redwood, cedar siding, log, stucco with wood accents, or natural wood paneling. No geodesic domes, underground or berm homes shall be permitted. Submission of samples of exterior materials is a condition precedent to Site Committee approval of any plan or construction, and the owner is bound by the samples.

C. Exterior finishes shall be semitransparent or heavy bodied stains, or pigmented or clear non-glossy preservatives. Glossy painted finishes shall not be permitted. All exposed metals shall have a dull colored finish, or shall be flat color anodized or painted.

D. Exterior colors shall subdued. Color samples, on pieces of all exterior materials to be used, shall be submitted to the Site Committee for approval, i.e. No pinks, lime greens yellows, etc. Submission of samples of exterior colors is a condition precedent to Site Committee approval of any plan or construction, and the owner is bound by the samples.

#### Section 11. Building Design.

A. Roofs shall have a minimum overhang of two feet. Solar collectors shall not be considered to be roofs.

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B. Exposed foundations of concrete or masonry construction shall not have a exposed surface which exceeds a height of 18" above finished grade, unless approved by the Site Committee.

C. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on a Structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport or accessory building and shall not be free-standing. Solar collectors shall be permitted only upon specific approval of the Site Committee. No Ham operator antennas shall be permitted.

D. Variances may be granted due to personal handicaps, a uniqueness of a lot or for any reason deemed relevant by the Site Committee as long as the end result is consistent with the theme, spirit and overall concept of River Ranch Equestrian & Fishing Estates.

Section 12. Variances. The Site Committee has the full authority to grant a variance to any rule or regulation under Article V for any reason it deems appropriate in the circumstances.

#### ARTICLE VI - PROTECTIVE COVENANTS

Section 1. The following protective covenants are designed to provide a uniform plan for the development of Properties. The intent of Declarant in establishing these covenants is to create and maintain a recreation, residential and ranch area with an atmosphere and charm entirely compatible with the natural environment of the existing ranch, and further to provide ever practical and legal means to safeguard and protect the interests of all Owners and the stability of this development.

Section 2. No construction, improvements, or alterations affecting the external appearance of any main buildings, secondary buildings, fences, walls, railing, artifacts, etc., and no wire, pipe, sewage disposal system, well, or walkway or decks shall be made, erected, altered, placed or permitted to remain upon the property until plans and specifications showing the site plan design, landscaping, structures, material and colors shall have been submitted to a Site Committee consisting of three members appointed by the Board of Directors of River Ranch Association, and approved in writing by the Site Committee. A reasonable fee not to exceed \$250 shall be assessed for the plans. Said fee may be raised from time to time when appropriate. Plans for buildings or the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, and a list of exterior materials. Plans and elevations shall clearly show all external features and materials for all structures. The plans and elevations shall show garages, porches, decks, stoops, chimneys, vents, doors and windows, trim and special architectural features. Two copies of any proposed plans and related data shall be furnished to the Site Committee, one of which may be retained by the Site Committee for its records. Any approval given by the Site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plans to commence construction.

In considering applications, the Site Committee will regard compatibility with site characteristics as the primary and foremost design objective. The development shall not dominate its surrounding, but rather should be subservient to them. The total mood should be one of relaxation, embodying the environment. There should be predominance of wood in the structures to assure harmony with the colors and textures of the natural environment. The character

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of the site can be reflected in the use of wood, stone, and glass. Generous use of glass and multiple small components ground properly with trees, other landscaping and open spaces will create a more intimate relationship with the three-dimensional quality of the site.

Section 3. All members of the Site Committee shall be members of the River Ranches Association.

Section 4. In the event the Site Committee fails to approve or disapprove such design, location, construction and materials within sixty (60) days after the detailed plans and specifications have been submitted to it, approval shall not be required and this article shall be deemed to have been fully complied with. Any plans, specifications and proposals so approved, either expressly in writing or by the expiration of the sixty (60) day period herein above provided, shall then permit the Owner to commence construction in accordance with said plan, but any deviation from said plan which in the judgment of said Committee is a substantial detriment to the appearance of the structure or of the surrounding area shall be corrected to conform with the plan as submitted. Any structure to be erected in accordance with approval so given must be erected and completed within eighteen months of approval or new approval obtained. If any structure is begun and is not completed within one year of the commencement of construction, and in the sole judgment of the Site Committee is of offensive or unsightly appearance, the said Committee or the Directors of the River Ranch Homeowners Association at the option of either may take such action as may be necessary in its judgment to improve the appearance so as to make the property harmonious with other properties, including completion of the exterior of the structure, landscape screening or covering of the structure or any combination thereof, or similar operations, and the amount of any expenditures made in so doing shall be a lien on the property and may be enforceable by an action at law.



The Site Committee must act by a majority of its members and any authorization or approval made by the Committee must be signed by a majority of the members thereof. An construction, alteration, modification, or improvement must be approved by the Site Committee or a variance granted by the Association.

#### ARTICLE VII - MINIMUM BUILDING AND USE RESTRICTIONS

Section 1. Building Restrictions. No structure which fails to meet the following minimum standards shall be erected, placed or allowed to remain on any lot, and the Site Committee shall have no power to approve any structure failing to at least meet these minimum standards. The intent of the Declarant in establishing these covenants is to create and maintain a recreational, residential and ranch area with an atmosphere and charm entirely compatible with the natural environment of the existing ranch, and further to provide every practical and legal means to safeguard and protect the interests of all Owners and the stability of this development. In considering applications, the Site Committee will regard compatibility with site characteristics as the primary and foremost design objective. The development shall not dominate its surroundings, but rather should be subservient to them. The total mood should be predominance of wood and stone in the structures to assure harmony with the colors and textures of the natural environment.

(1) No structure shall be erected, altered, placed or permitted to remain on any lot other than a dwelling required for a single family and their guests, and structures associated with such welling providing for the exclusive recreation use of a single family, provided however, that:

(a) In addition to the main single family dwelling, not more than one guest house may be constructed on a lot, provided it is not utilized as a permanent residence; or used as rental property;

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and said guest home may be built prior to the main home, if the entire plan is approved. A guest home may not be utilized as a permanent residence. The main home must be started within 36 months of guest home completion. Additional guest homes may be built with a variance from the Site Committee.

(b) Any artist, artisan or craftsman from pursuing his artistic calling and owned by such artisan if such artist, artisan or craftsman also used said home for residential purposes, and is self-employed.

(c) A Variance will be granted to lot owners who bring a builder or crew from outside the immediate area to build their home which will allow said persons to stay in camper trailers during construction.

(2) No lot or any building or improvement erected thereon shall at any time be used of the purpose of any trade, profession, manufacturing or business of any description, nor for hospitals, duplexes, apartment houses, nor any other multiple dwelling houses, except as provide in paragraph 1 of this article.

(3) No noxious or offensive activities shall be carried on, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood. Complaints shall be forwarded to the Home Owners Association. Said complaints shall be heard by the Board of Directors, and their decision shall be final.

(4) No basement or structure on any lot may be used for dwelling purposes until its area, as defined by the foundation, has been completed and enclosed according to plan and it has been substantially completed, and sanitary facilities and utilities permanently installed. No tent, shack

or other outbuilding erected on a lot shall at any time used as a residence temporarily or permanently.

(5) TV, radio, and other antennas are to be located so as to be inconspicuous. No Ham Radio antennas.

(6) No mobile homes, trailers or other living conveniences shall be kept on said lots before, or after construction of residence. No trailers, boats, or other mobile devices shall be situated or parked on any lots unless they are parked within 50 feet of main home.

(7) No trash, debris, organic or inorganic wastes shall be permitted to accumulate on any lot or in any road adjacent thereto, but shall be promptly and efficiently disposed of, and no vacant or other lot shall be used as dump ground or burial pit. The only allowable outside trash or refuse cans or containers shall be those which are screened on three sides or enclosed by a structure approved by the Site Committee. Outside incinerators shall not be permitted. The collection and disposal of such garbage and trash shall be in strict compliance with such rules as may be adopted by the Association, which may provide for common collection points. The cost of garbage and trash collection shall be in accordance with the billing of the collector, paid by each Owner. Homeowners Association will contract for said service.

(8) No signs, billboards, posters or other advertising devices of any kind of character shall be erected or displayed upon any of the lots, except promotion signs for River Ranches, signs of an approved type and size displayed to identify the occupants of a dwelling;

(9) all secondary structures on a site will match an external design and be made of the same basic material as the primary structure.

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(10) Roads, walks, paths, and trails, without undue sacrifice in directness, will be laid out in curving or winding routes.

(11) All concrete that extends 18 inches or more above ground will be painted a blending color with its natural surroundings.

(12) Any dwelling and any garage, carport, horse barn or accessory structure erected on any lot shall be so located so that at ground level no portion thereof is less than 150 feet from any boundary line of the lot. Not all lots are of sufficient size to accommodate this set back. On those lots and on any other lots, variances may and will be granted, However, variances will be consistent with optimum and maximum set backs to maintain the inherent "openness" of River Ranches Equestrian & Fishing Estates.

(13) No dwelling or other structure intended for use of occupancy by individuals shall be constructed without an adequate septic tank or sewage disposal system, and no outhouse or privy shall be permitted or maintained on any lot. Any septic tank or sewage or waste disposal system and any private water supply system including wells shall be located, installed and maintained at all times in compliance with standards established by the Wyoming State Board of Health and by any other governmental agency with jurisdiction.

(14) No mining or other mineral exploration or development activities shall be permitted on any lot, including the removal of gravel; provided that excavation for landscape purposes may be permitted with the prior written approval of the Board.

(15) Lot Owners shall take all actions necessary to control noxious weeds as defined by the Lincoln County Weed and Pest Control Board and/or the Board. Because the timing for effective control of noxious

weeds is very critical, if a lot owner fails to respond immediately to a written request for weed control from the Site Committee, the Board shall have the right to contract for such control services and the company so contracted shall have the right to enter upon any such lot to treat noxious weeds without any liability for trespass, or damages, unless grossly negligent. In the event that the Board provides for noxious weed treatment as described herein, the owner of a lot treated for noxious weed control shall pay all costs incurred by the Board.

(16) Dogs and other domestic animals shall be controlled and restrained at all times, and shall not be allowed to run at large on any portion of any lot, except within said owners lot. If said animal shall trespass on neighbor lot, said animal shall be subject to restraint or removal. The owner of the animal shall bear the full cost of said restraint or removal.

(17) There are certain agricultural water rights appurtenant to the River Ranches Equestrian & Fishing Estates (herein referred to in this Paragraph 17 as the "River Ranches Estates") which water rights are fully described on Exhibit A to this Declaration of Covenants, Conditions and Restrictions (herein referred to in this Paragraph 17 as the "River Ranches Water Rights"). The River Ranches Water Rights are delivered to and through, the River Ranch Estates by the East Side Canal, the Baker Ditch and the Rico Ditch. The River Ranch Water Rights will remain appurtenant to the River Ranches Estates and will be specifically allotted among the fifty (50) River Ranches Estates lots. Proper distribution and use of the River Ranches Water Rights in the future is critical to full use and enjoyment of the River Ranches Estates lots. Such proper future distribution and use can be reasonably assured through formation of a

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nonprofit corporation which will have full legal and equitable powers to take any and all actions with regard to the River Ranches Estates Water Rights, the East Side Canal, the Baker Ditch and the Rico Ditch and any other water rights, either surface or underground, reservoir rights, canals, irrigation districts, ditch rights, ditch right-of-way and ditch easements appurtenant to or associated with or in any way connected to the River Ranches Estates (all referred to as the "River Ranch Water Rights and Other Rights"). Subsequent to filing this Declaration of Covenants, Conditions and Restrictions, and no later than the 1st day of July, 1995, the Declarant will file with the Secretary of State of Wyoming Articles of Incorporation of the River Ranches Water Rights Association, Inc., to be a nonprofit Wyoming corporation, the members of which shall be the owners of the River Ranches Estates lots. By this Declaration of Covenants, Conditions and Restrictions, all rights, powers and authority of every kind whatsoever, both legal and equitable, relating to the River Ranches Water Rights and Other Rights are, by Declarant, reserved unto, transferred, assigned and conveyed to the River Ranches Water Rights Association, Inc. Pursuant to the Wyoming Nonprofit Act (Wyoming Statute 17-19-101, et seq.) the River Ranches Water Rights Association, Inc., will enact bylaws, which will control distribution and use of the River Ranches Water Rights and Other Rights, limit and restrict use of the River Ranches Estates lots to protect and preserve the River Ranches Water Rights and Other Rights and assess owners of the River Ranches Estates lots for all costs, fees and expenses relating to administration, protection, use and maintenance of the River Ranches Water Rights and Other Rights, all for the benefit of the River Ranches Estates lots, which bylaws will be binding upon the owners of the River Ranches Estates lots.

(18) Domestic water well permits shall be obtained for each residence. In compliance with State Law, no lawn/yard shall be larger than one (1) acre unless an additional "shallow" well is drilled or a plan which uses Owner's irrigation rights is approved by the Site Committee.

Section 2. Use Restrictions. The following use restrictions shall be applicable to all lots:

(1) Neither hunting nor the discharge of any rifle, shotgun, pistol, or other firearms shall be permitted at any time on any lot.

(2) Fireworks shall not be permitted unless prior approval is given by the Association.

(3) No animals, poultry, or other commercial animals shall be kept on said lots except horses and pets belonging to the household; provided that subject to prior approval of the Review Committee, horses not exceeding a total of two animals for each four and seven tenths (4.7) acres within the lot may be maintained on a lot if enclosed within a fence approved by the Review Committee, and so long as the enclosed area is kept clean and inoffensive to occupants of neighboring lots and so long as said animals are properly fed and cared for so that they are not dependent totally upon grass within the enclosure for feed. Yearling fowls by their mare's side will not be counted. Variance may be granted if cross pasture site plans show the ability to maintain more horses. No domestic animals will allowed off its owner's premises unless it is in the immediate company of its owner or his agents. The Review Committee or the Association's directors may limit the number of domestic animals on any lot, and may withdraw permission for any domestic animals from any owner who violates the restrictions of this paragraph. Variances will be granted for the express purpose of 4-H, FFA, and related projects.

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(4) No attempt shall be made by anyone to domesticate any wild animals on the properties. It is the express desire of the Declarant and the Association to promote the native bird life within the subdivision, protect wetlands, and specific wildlife within the recreational easement. Fishing limits for this subdivision shall be the same slot limits as imposed by the Wyoming Game and Fish Department from the "Narrows" to Thayne.

(5) Except to the extent permitted by the Site Committee to enable the building of structures and improvements on a building site, and except for the removal of dead or diseased trees, there shall be no cutting of timber located on a building site.

(6) All plant life, except those in specific confined gardens or planters, must be approved by the Site Committee. Plants outside of confined areas above must conform to the natural varieties and must not be of an undesirable spreading nature, and must be planted in irregular or staggered natural spacing.

(7) In order to protect the properties and structures thereon from fire, the Site Committee may adopt fire protection restrictions including, but not limited to the following:

- (a) maintenance of spark arresters on chimneys;
- (b) at times of high fire danger, restrictions against smoking except within buildings;
- (c) provision of an externally accessible fire tool box and extinguisher at each dwelling.
- (d) maintenance at each dwelling of an externally available nozzle and 250 feet of hose connected to a primary or auxiliary water system;



(e) approval by the Site Committee of all barbecue sites and units;

(f) prohibition of all external burning of refuse or other outside fires except as approved by the Committee; and

(g) correction by lot owner of all unnecessary fire hazards and conditions.

(8) Snowmobiles and trail bikes shall not be used within the common area except in accordance with rules established by the Association, and absent rules permitting such use, the use is prohibited.

(9) Outside clothes lines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard.

(10) The Common roads on the Property shall be common roads at all times. Bushes and shrubs shall be cleared and large trees limbed within the road and highway rights-of-way to improve sight distance, with related costs being common costs.

(11) An Owner shall not permit designated parking spaces to be used for the purposes other than to park vehicles. The Association shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

(12) It is recognized by the Declarant and the purchasers or Owner within the Property, that many wildlife species live or migrate through the Property during various times of the years. The following limitations

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on use and development are intended, in addition to all the other requirements of these Covenants, to protect, preserve and minimize the adverse effects of development on wildlife habitat:

No owner of any lot shall remove or alter or allow others to remove or alter any of the existing native vegetation thereon, except as authorized by the Association.

(13) Under no circumstances shall non-operative equipment, cars, motorcycles, snowmobiles or any other motorized vehicles be permitted to remain on any lot for any length of time.

(14) All recreational vehicles, boats, snowmobiles, 4-wheelers, and trailers shall be parked within 50 feet of the principal residence and parked on a concrete slab or crushed gravel with a retainer around the border. R.V. dumps shall be permitted, but not for rental purposes.

(15) Horse trailers, tractors, farm equipment and lawn equipment must be parked within 50 feet of a barn or home but need not be on concrete slabs.

(16) Fence construction will be solely of post and pole construction or approved equal. Heavy gauge wire mesh may be allowed to be placed on post and pole fence to help keep pet and small children within the property boundaries.

Section 3. Exterior Maintenance. Each Owner shall provide exterior maintenance upon his lot and any structures thereon, including painting and repairing the structures; maintaining the grounds to preclude weeds, underbrush and other unsightly growths; and not permitting refuse piles or other unsightly objects to accumulate or remain on the grounds. In providing such exterior maintenance, the Owner shall utilize color and landscaping schemes that are harmonious with the surrounding area and consistent with

generally accepted concepts for desirable residential developments. In the event any Owner shall fail or neglect to provide such exterior maintenance, the Association shall notify such Owner in writing specifying the failure and demanding that it be remedied within sixty (60) days. If the Owner shall fail or refuse to provide such exterior maintenance within the sixty day (60) period, the Association may then enter such lot and provide required maintenance at the sole expense of the Owner. The full amount shall be due and payable within thirty (30) days after the Owner is billed therefore. Such entry on the lot by the Association shall not be deemed a trespass.

#### ARTICLE VII - GENERAL PROVISIONS

Section 1. Enforcement. Violation of any restrictions, conditions, covenants or agreements herein contained shall give to the Association, acting through its directors, the right to enter upon the property, and to summarily abate and remove at the expense of the Owner any erection, thing, or condition that may be in, or upon said lot contrary to the provisions hereof without being deemed guilty of trespass. The result of every act or omission whereby any restriction, condition, covenant or agreement is violated in whole, or in part, is hereby declared to constitute a nuisance and every remedy allowed by law against a nuisance either public or private, shall be applicable against every such nuisance. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Every remedy shall be deemed accumulative and not exclusive. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Costs of Enforcement. Should any lawsuit or other legal proceeding be instituted by the Association against an Owner alleged to have

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violated one or more of the provisions of this declaration and should the Association be wholly or partially successful in such proceedings, the offending Owner shall be obligated to pay the costs of such proceeding, including reasonable attorney's fees.

Section 3. 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 4. Additional Land. Additional land contiguous to the above described land may be annexed by the Declarant without the consent of members within ten years of the date of this instrument; provided that the annexation is in accord with the general plan heretofore established for the land subject to this declaration. In the event of such annexation, all lot owners within said annexed land shall also become members of River Ranches Association, and additional common areas may be conveyed to the Association.

Section 5. Amendment. Any provision herein may be amended or revoked, and additional provisions added, at any time by a written instruments recorded in the office of the Clerk and Recorder of Lincoln County, Wyoming, duly signed and acknowledged by the Owners of record of not less than 2/3 of the lots subject to this declaration.

Section 6. Term. The provisions of this declaration shall be binding for a term of twenty-five (25) years from the date of this declaration, after which time the declaration shall be automatically extended for successive periods of ten years unless an instrument signed by the Owners of 2/3 of the lots has been recorded, agreeing to change this declaration in whole or in part.

Section 7. Variance The Association may grant a variance to any condition, rule, or regulation of these covenants for any reason it deems appropriate in the circumstances.

IN WITNESSETH WHEREOF, the undersigned have executed this declaration this 14 day of November, 1994.

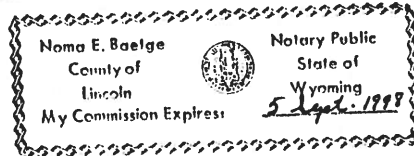
Philip J. Frankovic  
PRESIDING MEMBER

ACKNOWLEDGEMENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF LINCOLN )

The foregoing instrument was acknowledged by Philip J. Frankovic before me this 14 day of November, 1994.

WITNESS my hand and official seal.



Noma E. Baetge  
Notary Public

My Commission Expires: 5 Sept. 1998.

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\$6.00

QUITCLAIM DEED

RECORDED	Nov. 17, 1994	AT 9A M.
IN BOOK	360PR. PAGE	970
NO.	793750	ELIZABETH G. WADE, CLERK

KNOW ALL MEN BY THESE PRESENTS, That **June R. McGavin**, a single person, of Afton, Lincoln County, Wyoming, in consideration of the trust created herein and for the other covenants contained herein conveys and quitclaims unto **June R. McGavin** and her successors, Trustee, for the uses and purposes set forth in the June R. McGavin Revocable Trust between Grantor and Trustee, dated the 2nd day of November, 1994, June R. McGavin beneficiary, all such right, title, interest, property, possession, claim and demand as she has or ought to have, in or to all the following described premises, in the County of Lincoln, State of Wyoming, to-wit:

Lots No. 4 and 5 of the Ben Nield Addition to the Town of Afton, Wyoming, being a portion of the NE1/4NE1/4, Section 36, T32N, R119W, 6th P.M., Lincoln County, Wyoming.


In witness whereof, grantor has executed this quitclaim deed as of the 2nd day of November, 1994.

*June R. McGavin*  
 June R. McGavin

STATE OF WYOMING :  
 : ss.  
 COUNTY OF LINCOLN :

The foregoing Quitclaim Deed was acknowledged before me by June R. McGavin, a single person, this 15<sup>th</sup> day of November, 1994.

Witness my hand and official seal.

	LYNN S. SMITH
	Notary Public - State of Wyoming
	Lincoln County, Wyoming
	Commission Expires June 2, 1996

*Lynn S. Smith*  
 NOTARY PUBLIC

My commission expires June 2, 1996.

