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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
FISH CREEK RANCH  
PRESERVE

This Declaration, made this 9<sup>th</sup> day of February, 1996, by WILLIAM L. HUNTLEY (hereinafter "Developer") which declares that the real property hereinafter described, which is owned by the Developer (hereinafter "Fish Creek Ranch Preserve") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

The duration of this Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve shall be perpetual and shall run with the land.

The headings, titles or sections contained in this Declaration shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any heading, title or section of this Declaration. They are intended for ease of reading, only.

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to FISH CREEK RANCH PRESERVE HOMEOWNER'S ASSOCIATION. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") of the Association make reference.
- B. "Developer" shall mean and refer to WILLIAM L. HUNTLEY and his successors or assigns if any such successor or assign acquires the undeveloped portion of Fish Creek Ranch Preserve from the Developer.
- C. "Fish Creek Ranch Preserve" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.
- D. "Homestead" shall mean and refer to any 35-acre or other parcel in Fish Creek Ranch Preserve together with any and all improvements thereon on which a residential structure could be constructed whether or not one has been constructed.

- E. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Homestead which is a part of the Property, including contract sellers (but not contract purchasers) and Developer, their heirs, successors, and assignees.
- F. "Common Area" shall mean and refer to all real property in which the Association and/or the Developer has an interest within the boundaries of Fish Creek Ranch Preserve including, without limitation, a right of use, for the common use, enjoyment and easement of access of and for the members of the Association. The Developer's personal residence and associated Homestead shall be exempt from the Common Area.
- G. "Road" shall mean those improved roadways. "Road" allows the use of motorized vehicles for traversing. "Rd." shall also mean "Road".
- H. "Trail" shall mean a roadway that is not improved as to the standard of a Road. "Trail" allows walking, biking, horseback riding, and cross country skiing. "Tr." shall also mean "Trail".
- I. "Driveway" shall mean the entry off of the Road to the residence. The driveway shall have a sign which designates the name and address of the Homestead Owner.

**II. PROPERTY SUBJECT TO DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM**

**Section 1.**

**Legal Description.** The real property herein referred to as "Property" or "Fish Creek Ranch Preserve" which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Albany County, Wyoming, and comprises all the parcels platted or unplatted, within or upon the property legally described as:

Township 12 North, Range 73 West of the 6th P.M.: SE 1/4 west of the Cherokee Park Road, Sec. 2; SW 1/4 Sec. 2; Sec. 3 as follows: All lying south of the Boulder Ridge Road, except that portion described as follows: Commencing at the NW corner of Section 3, thence South 80 rods to the intersection of the west line of Section 3 with the southern right of way line of the county road known as the Boulder Ridge Road, which is the point of beginning; thence south along the west line of Section 3 to the intersection of said section line with the southern wall of the barn currently standing in Section 3 and partially in Section 4, thence south along said section line a distance of 2,190 feet, more or less, to a railroad tie well set, thence easterly along the existing fence a distance of 621 feet, more or less, thence northerly along the existing fence a distance of 2,190 feet, more or less, to the intersection of said fence with the southern boundary line of the Boulder Ridge

Road, thence northwesterly along said right of way to the point of beginning; All Sec. 9; All Sec. 10; NW 1/4 west of the Cherokee Park Road, W 1/2 SW 1/4 west of the Cherokee Park Road, Sec. 11; All Sec. 15; All Sec. 16; all Sec. 17; W 1/2 W 1/2 west of the Cherokee Park Road Sec. 14; Homesteads 1, 2, 3, 4 Sec. 21. Being approximately 4300 acres, more or less.

## Section 2.

### **Personal Property**

The following personal property shall be owned by the Association for the use and benefit of the Association:

'78 Ford Van E14HHB63747  
 '89 Lazy T Horsetrailer  
 '69 International Dumptruck 416070H880795  
 Austin Western Grader 536417192  
 Buffalo Springfield Roller  
 850 C Case Dozer 7400727  
 1982 Red Thiokol Snowcat  
 1976 Orange Spryte Thiokol Snowcat  
 410B John Deere Backhoe T0410B717754  
 Maxey Snow Roller  
 '84 Ford 3/4 4x4 Flatbed  
 2 - Polaris 4 Wheelers #1550581 and #1466995  
 2 - Yamaha Phazer Snowmobiles #024764 and #001869  
 Battery Charger/Jump Start  
 Sanborn 5 HP Air Compressor  
 Chain Saws  
 1 - Generator  
 Barn Heater  
 Acetylene Torch Set up  
 Reciprocating Saw  
 Circular Saw  
 Miscellaneous Hand Tools

## Section 3.

**Platting and Subdivision Restrictions.** The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions, of the Property. No parcel or Homestead shall be divided into tracts of less than 35 acres, nor shall developer or association sell or convey more than thirteen (13), 35 acre Homesteads at any time, effective upon the date herein.

## **III. PROPERTY RIGHTS**

**Section 1.**

**Owner's Easements of Enjoyment and Access.** Every Owner shall have a right and easement of enjoyment in and to the Common Area. Every Owner shall have the right and easement of access to the Common Area. Every Owner shall have the right and easement of access to individual Homesteads across designated roads, as shown on Exhibit A attached hereto, and defined in Part VIII, Section 22. Said roads cross the Common Area and may cross individual Homesteads, excepting from this, roads that cross individual Homesteads for the specific purpose of accessing that individual dwelling. These easements shall be appurtenant to and shall pass with the title of every Homestead, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration, and the Articles of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

**Section 2.**

**Utility Access.** The Association or Developer shall have the right to grant to public utility companies easements across the Property to reach individual Homesteads or private lands adjacent to the Property.

**Section 3.**

**Well Access.** Each Homestead shall be granted a separate well site 25' X 25', if necessary, with right of way in the Common Area.

**IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1.**

**Membership.** Every person or entity who is a record fee simple owner of a Homestead, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Homestead which is subject to assessment.

**Section 2.**

**Classes and voting.** The Association shall have such classes of membership, which classes shall have voting rights, as are set forth in the Articles of Incorporation of the Association.

**V. ASSOCIATION FUNCTIONS****Section 1.**

**Association Functions.** The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair subject, however, to the obligations of the Owners set forth herein. The Association shall maintain, in a proper, first class manner, natural vegetation constituting part of the Common Area, including assuring the preservation of good visual continuity, between natural vegetation. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Area set forth in the first sentence in this paragraph. The cost of such management maintenance and repair by the Association shall be borne as provided herein. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services. The Association shall manage, control and maintain the common area, including dams and ditches, and shall maintain and clear existing access roads within the interior perimeter of the lands subject to this declaration. The Association shall maintain the existing Property boundary fences.

**Section 2.**

**Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Homesteads and of the Common Area, with a two-thirds membership vote, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligation or to obtain damages for non-compliance. Such damages shall include payment of the Association's attorney fees.

## VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

### Section 1.

**Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Homestead owned by it within Fish Creek Ranch Preserve, hereby covenants and each Owner of any Homestead (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments together with the interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Homestead(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or by Abandonment.

### Section 2.

**Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents, or wildlife welfare, in Fish Creek Ranch Preserve and in particular for the improvement and maintenance of the Common Area, road and trail maintenance, and of any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

### Section 3.

**Maximum Annual Assessment.** Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$2,400.00 per Homestead per annum. The Board of Directors of the Association (the "Board") shall fix the assessments which shall be in the amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of majority of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth. However, this cannot occur until a majority of Homesteads are owned by homeowners and not the Developer. The first year after this occurs there will be an assessment set by prior years' expenses.

**Section 4.**

**Uniform Rate of Assessment.** All regular and special assessments of Homesteads shall be at a uniform rate for each Homestead in Fish Creek Ranch Preserve.

**Section 5.**

**Special Assessments for Capital Improvements and Major Repairs.** In addition to any annual assessments, 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, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixture and personal property related thereto, or for the welfare of wildlife, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**Section 6.**

**Date of Commencement of Annual Assessments: Due Date.** The assessments for which provision is herein made shall commence on January 1st. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly installments, as determined by the Board.

**Section 7.**

**Fines Assessed.** A fine assessed by the Association or Board of Directors to a Homestead Owner and/or Homestead Owner's guest(s) shall become a lien on the Homestead, in favor of the Association. Upon payment of the fine(s), in full, the lien pursuant to the particular fine shall be removed.

**Section 8.**

**Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Homestead for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Homesteads and assessments applicable thereto which shall be kept in the office of the Association and shall be open to the inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of Commencement thereof. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth

whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### Section 9.

**Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association.** The lien of the Association shall be effective from and after recording in the Public Records of Albany County, Wyoming, a claim of lien stating the description of the Homestead encumbered thereby, the name of the Owner, the amount and the date when due. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. If the assessment is not paid within thirty (30) days after this delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Homestead(s) in like manner as foreclosure of a mortgage on real property, and/or suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, including an actual attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and actual attorney's fee to be fixed by the Court, together with costs of the action.

#### Section 10.

**Subordination to Lien of Mortgages.** The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a Federal or State chartered bank, life insurance company, Federal or State savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Homestead pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Homestead from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

#### Section 11.

**Exempt Property.** The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:



- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Wyoming, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or lien.

## VII. EXTERIOR MAINTENANCE ASSESSMENT

### **Section 1.**

**Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association may provide upon any Homestead requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the Fish Creek Ranch Preserve, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

### **Section 2.**

**Fire and Safety Maintenance.** Each Homestead shall maintain an area 50 feet on all sides of dwellings and other structures clear of weeds, dead brush and debris. No open fires shall be permitted unless in an established fire/barbecue pit or containment area approved by the ARB. The Association shall be permitted to construct fire areas for associated picnic areas in the Common Area.

### **Section 3.**

**Assessment of Costs.** The cost of such maintenance shall be assessed against the Homestead or Homesteads upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from the same. The assessment shall be apportioned among the Homesteads involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Homesteads in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessments shall be a lien on the Homestead and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove. Notice shall be given by the

Association to any lien holder prior to any such work.

#### Section 4.

**Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Homestead or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

### VIII. RESTRICTIONS

**Other restrictions in addition to those defined below are incorporated into the Architectural Planning Criteria attached hereto and made a part of this Declaration.**

#### Section 1.

**Residential Use.** The Property subject to these Covenants and Restrictions may be used for residential living units. No business or commercial building may be erected upon any Homestead. Any guest house which is erected shall be no more than 50% of the size of the main dwelling.

#### Section 2.

**No Temporary Buildings.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Homestead without the written consent of the Developer or the Board of Directors of the Association. Temporary contractor facilities shall be permitted during the construction of any residential dwelling so long as they are removed immediately upon completion. There is a one year limit for temporary contractor facilities.

#### Section 3.

**Antennae.** No aerial or antennae shall be placed or erected upon any Homestead, or affixed in any manner to the exterior of any building in Fish Creek Ranch Preserve unless approved by the Architectural Review Board (ARB), except that satellite dishes may be placed upon a Homestead in a location where it is isolated from public view.

#### Section 4.

**Storage and Repair of Motor Vehicles.** Large trucks, large recreation vehicles or other large motor vehicles which are placed, parked or stored upon any Homestead shall be screened from public view. No maintenance or repair may be performed upon any motor vehicle upon any Homestead except where screened from public view. This section shall

not apply to service vehicles, maintenance vehicles, construction equipment or construction vehicles during service calls, maintenance or construction periods. All cars and trucks kept on the Homestead shall be street legal and must be currently licensed and registered for operation. Show vehicles and/or antique vehicles shall be exempt from the requirement of being currently licensed and registered for operation.

#### **Section 5.**

**Trees.** No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Homestead unless required in the immediate area of the residential dwelling during construction or unless trees are determined to be diseased by the employee of the Association. Diseased trees shall be required to be removed within thirty (30) days of the determination of the disease to prevent the spread of disease.

#### **Section 6.**

**Artificial Vegetation.** No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Homestead more than twenty-five feet (25') from the exterior of the home.

#### **Section 7.**

**Clothes Drying Area.** No portion of any Homestead shall be used as a drying or hanging area for laundry of any kind, except where it is not visible to public view.

#### **Section 8.**

**Feeding of Wildlife.** The cost of any and all feeding of any wildlife species shall be borne solely by the Homestead owner choosing to feed the wildlife.

#### **Section 9.**

**Nuisances.** Nothing shall be done, or maintained on any Homestead which may be or may become an annoyance or nuisance to the Property. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

#### **Section 10.**

**Signs.** No sign of any kind shall be displayed to the public view on any Homestead, except sign setting forth Owner's name and address.

**Section 11.**

**Brush/Refuse.** No non-native underbrush or other unsightly growths shall be permitted to grow or remain upon any Homestead. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Homestead mowed, and free of non-native underbrush or refuse piles or other unsightly growths or objects, the Association may enter upon said Homestead and remove the same, or maintain the Homestead, at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in a trash bin approved by the ARB as defined in part 8 of the Architectural Planning Criteria, and designed so that they shall not be visible from adjoining Homesteads or public areas and are not accessible by wildlife.

**Section 12.**

**Fences.** No chainlink fences shall be erected or permitted on any Homestead, except for use as dog kennels and shall not exceed 12 feet by 20 feet in size. Such dog kennel shall be erected out of public view. All other fences shall be by approval of ARB.

**Section 13.**

**Pets/Livestock.** No Homestead owner shall be permitted to keep more than two (2) dogs and two (2) cats. Pets must be confined to a fenced in area on the Homestead and not allowed to run free. When pets are accompanied by their owner(s) in the Common Area, the pets must be on a leash. All pets must be under control at all times, for the protection of wildlife, homeowners and their guests. Any pet that at any time harasses, chases or harms wildlife, other pets, homeowners or their guests, in the opinion of the Board of Directors, shall be deemed a nuisance and the pet's owner shall be fined \$250 dollars for the first offense, \$1,000 for the second offense, and the pet shall be removed permanently from the property on the third offense. No Homestead owner shall be permitted to keep more than four (4) horses. No livestock, other than horses, shall be allowed.

**Section 14.**

**Homestead Setbacks, Homestead Coverage and Maximum Building Heights.** The following provisions regarding required minimum Homestead setbacks, maximum Homestead coverage and maximum building heights shall apply to the Homesteads of Fish Creek Ranch Preserve:

Front Yard Setbacks	250'
Rear Yard Setbacks	250'
Side Yard Setbacks	250'
Maximum Building Height	35' above Average Ground Level or 40' above Average

Ground Level when necessary  
for roof design

Minimum Building Floor Area (livable enclosed floor area)	2000 square feet
Minimum Garage Floor Area (two car garage on all Homesteads)	400 square feet

**Section 15.**

**Building Type.** No pre-fabricated, modular, or manufactured housing shall be placed or erected upon any Homestead. All homes must be of log construction with rock accent or frame with wood siding with rock accent. Any garages, barns or other outbuildings shall be of log or frame with wood siding construction. All residential buildings shall meet Uniform Building Code standards and must be approved by A.R.B.

**Section 16.**

**Hunting/Taking.** No "taking" (as defined in Title 23 of the Wyoming State Statutes, as amended, in effect on the date of this Declaration or as hereafter amended) of big game, trophy game, small game, game birds and predators shall be permitted on any Homestead or on Fish Creek Ranch Preserve. Predator and nuisance animal control shall be by Developer or employee of Association, only. There will be an assessment of a \$10,000 penalty to Owner for violations committed by the homeowner or guest. Hunting may be done on adjoining National Forest lands. Game, taken lawfully by license on adjoining National Forest lands, may be transported to Homestead across Fish Creek Ranch Preserve. Owner shall give manager of Association a minimum of one day notice, in advance, if Owner intends to hunt on lands adjoining Fish Creek Ranch Preserve. If mountain lions become a nuisance AND a threat to human life, removal of the problem animal by the Wyoming Game and Fish Department, or a successor agency, shall be permitted. Removal of nuisance animals shall only include mountain lions. The Preserve shall protect all other wildlife species, which include, but is not limited to, bears, deer, elk, antelope, turkeys, squirrels, beavers, etc.

A. No target shooting or firing of any firearms on the property, except for Developer or employee of association for removal of predators.

**Section 17.**

**Hazardous Waste.** No Owner shall place or cause to be placed on the Property any hazardous waste as defined by the United States Environmental Protection Agency or the Wyoming Department of Environmental Quality.

**Section 18.**

**Water/Septic.** All residential dwellings shall be connected to a private well and septic system that meets current County and State standards.

**Section 19.**

**Mining.** No excavation or mining shall be permitted on the Property except in the normal course of residential construction. Ponds may be excavated so long as Owner has obtained the proper permits from the Wyoming State Engineer's Office, where required.

**Section 20.**

**Sporting Activities.** No commercial outfitting, fishing, pack trips, or other recreational guide service shall be permitted.

**Section 21.**

**Guests.** Any Owner whose guest(s) will be staying more than one (1) week must register the guest(s) with the Association. If any Owner will have over six (6) guests at any one time, the Owner shall notify the Association, which shall maintain a guest log book at all times. Any guest that will be using or accessing the Common Area while not accompanied by the Owner shall have a temporary access permit issued by the Association. The guest(s) shall wear a badge, as provided by the Manager, in plain and visible sight when in the Common Area of Fish Creek Ranch Preserve. The sole purpose of this provision is to ensure the security of the Property and enable the Association better control of unauthorized access to the Property.

**Section 22.**

**Roads and Trails.** The Association shall place signs on roads and trails located on the Property. Those travelways with a name followed by "Road" shall be open to motorized vehicles. Those travelways with a name followed by "Trail" are not open to motorized vehicles, except for maintenance purposes by employee of the Association or developer. Motorized access, in addition to roads on individual Homesteads for the purpose of accessing that individual Homestead and until changed by method of Association rules and regulations, shall be allowed on the following roads that are on the Property, as named and on file with the Albany County Planning Office, and shown on Exhibit A attached hereto: Deer Crossing Road, which begins at Albany County Road #31, then proceeds west to the west line of Section 17 and accesses the 6 Homesteads located in Section 17; Elk Crossing Road which runs north and south through Sections 3, 10, and 15 that accesses the 7 Homesteads in the eastern part of the Property; Elk Ridge Road located in Sections 16 and 21; Fish Creek Road located at the eastern end of Fish Creek as it proceeds west from Albany County Road #31 for 1 1/4 mile; Beaver Creek Road south

from Deer Crossing Road for 1/4 mile; Antelope Springs Road from Albany County Road 31, west to the intersection with Elk Ridge Road. All roads are presently and shall remain on lands owned by the Developer and/or Association, thereby, by rules herein, each Homestead purchased shall have an actual ownership interest in said roads, thereby securing access to Homesteads in perpetuity.

**A) Service access, exceptions, enforcement:**

Service vehicles shall be allowed to access all roads. At reasonable hours during daylight hours, Owners shall be allowed to travel the roads and trails for the purpose of touring guests, after notifying the Association and obtaining approval from Manager. Association or Manager shall not restrict the touring of guests unless the privilege begins to be abused. All motorized vehicles are restricted to 15 mph on Fish Creek Ranch Preserve. ATV's are required to stay on marked roads. Snowmobiles shall be limited to trails marked by the Association to limit conflict between snowmobiles and cross country skiers. Any violation by Owner or guest shall result in the Owner being fined \$250 dollars for the first offense, \$1,000 for the second offense, and \$2,500 every offense thereafter.

**Section 23.**

**Fishing Limit.** The fishing limit for fish taken from waterways within the boundaries of Fish Creek Ranch Preserve shall not exceed six (6) in a two (2) day period by any combination of Owner and/or guest(s). No fish less than eight (8) inches in length shall be kept as part of the restricted fishing limit; provided, however, any fish less than eight (8) inches in length which has been caught has not been injured in such a manner that it would not survive upon releasing the fish back into the waterway. Any injured fish, less than eight (8) inches in length, kept and not released back in the waterway, shall be included in the fishing limit.

**IX. TRANSFER OF UNIMPROVED HOMESTEADS**

**Section 1.**

**Developer's Right of First Refusal.** No Homestead, and no interest therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefore) shall be sold or transferred unless and until the Owner of such Homestead shall first offer to sell Homestead to Developer and Developer has waived, in writing, its rights to purchase said Homestead.

**Section 2.**

**Notice to Developer.** Any Owner(s) intending to make a bona fide sale of his unimproved Homestead or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the

"Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right to first refusal. If Developer elects to exercise its right of first refusal, Developer shall deliver to the Owner an agreement to purchase the Homestead upon the following terms:

- A. The price to be paid, and the terms of payment, shall be stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

### Section 3.

**Certificate of Waiver.** If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's Waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in Public Records of Albany County, Wyoming. Failure of purchase within 90 days thereafter shall void waiver.

### Section 4.

**Unauthorized Transactions.** Any sale of a Homestead, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void, and penalties may be assessed at the option of Developer.

### Section 5.

**Exceptions.** This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Homestead concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX require the waiver by Developer as to any transfer of title to a Homestead at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.



## X. INSURANCE

### Section 1.

**Comprehensive General Liability and Property Damage Insurance.** Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the Board may determine. The policy or policies shall name as insured the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

### Section 2.

**Fire and Hazard Insurance.** Fire and other hazard insurance shall be purchased by the Board on behalf of the Association as required or appropriate for improvements on Common Area premises.

### Section 3.

**Owner's Personal Liability and Property Insurance.** An Owner shall carry such fire, casualty and personal liability insurance, as he may desire, including specifically casualty and hazard insurance for improvements constructed on his Homestead.

### Section 4.

**Other Insurance.** The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same is required by law respecting employees of the Association.

### Section 5.

**Proceeds.** The Board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

## XI. ROAD MAINTENANCE AGREEMENT

Per Part V, Section 1, the Association shall be responsible for maintaining all main access roads and trails. Assessment costs shall be pursuant to Part VI, Section 2.

## XII. GENERAL PROVISIONS

### **Section 1.**

**Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument is signed by the then Owners of two-thirds (2/3) of the Homesteads and has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement.

### **Section 2.**

**Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

### **Section 3.**

**Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Any acts of Owner directly related to the invalidation of any one of these Covenants and Restrictions shall not be permitted for a period of one (1) year from the date of the judgment which rendered the invalidation. If there is an invalidation of any one of these Covenants and Restrictions by judgment or court order, it shall be rewritten to validly enforce the original intent of the Developer and made an effective amendment to these Covenants and Restrictions. Therefore, the amendment made as a result of an invalidation shall deem the original acts of the Owner a violation of these Covenants and

Restrictions.

**Section 4.**

**Amendment.** Except as otherwise provided in this Section, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership; provided that so long as Developer is the Owner of three or more Homesteads, no amendment will be effective without Developer's express written joinder and consent. Excluding any amendment which may be judicially required, Developer reserves veto power of the two-thirds (2/3) of the voting interests of membership vote to amend, if in the Developer's reasonable opinion, a proposed amendment does not enforce the original intent of the Covenants and Restrictions. Part VIII, Section 16, Hunting, cannot be amended to ever allow any additional taking, of any kind, other than what is expressly permitted as of the date of this Declaration.

**Section 5.**

**Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 6.**

**Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Albany County, Wyoming.

**IN WITNESS WHEREOF,** the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

By: William L. Huntley  
William L. Huntley  
Developer

**WITNESS:**  
[Signature]

CERTIFICATE

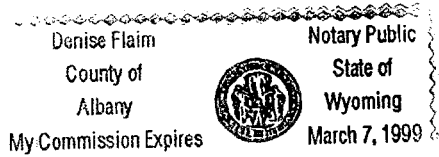
The foregoing were adopted into the Articles of Fish Creek Ranch Preserve  
Homeowner's Association, a corporation not for profit under the laws of the State  
of Wyoming, on 9<sup>th</sup> day of February, 1996.

William L. Huntley  
PRESIDENT

Patti M. Rinehart  
SECRETARY

STATE OF WYOMING     )  
  )  
COUNTY OF ALBANY    )     ss.

The foregoing was acknowledged before me this 9 day of Feb, 1996,  
by Patti M. Rinehart and William L. Huntley.



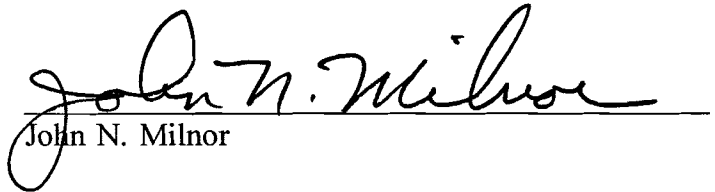
Denise Flaim  
Notary Public

My commission expires: 3-7-99

ACKNOWLEDGMENT AND CERTIFICATION

I, John N. Milnor, mortgagee of a portion of Fish Creek Ranch Preserve, hereby acknowledge and certify that I have received a copy of the foregoing Declaration of Covenants and Restrictions of Fish Creek Ranch Preserve.

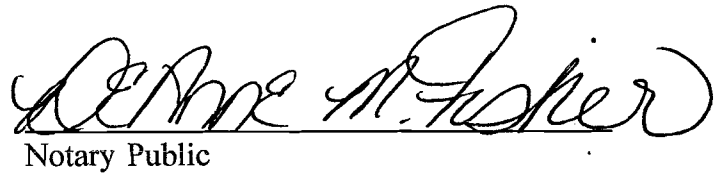
Dated this 23 day of February, 1996.

  
John N. Milnor

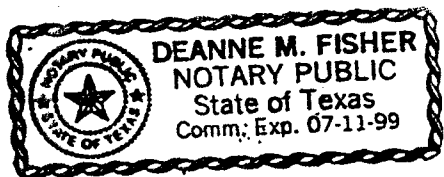
STATE OF TEXAS )  
  )  
COUNTY OF BURNET )

ss.

The foregoing was acknowledged before me, personally, by John N. Milnor this 23<sup>RD</sup> day of February, 1996.

  
Notary Public

My commission expires:



FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FISH CREEK RANCH PRESERVE

This First Amendment is made to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve, as filed in the real estate records for Albany County, Wyoming, at Book 487, Page 226, on March 4, 1996.

The Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve shall be amended to read as follows:

This Declaration, originally made the 9th day of February, 1996, and amended this 7th day of November, 1997 by WILLIAM L. HUNTLEY and LINDA HUNTLEY (hereinafter "Developer") which declares that the real property hereinafter described, which is owned by the Developer (hereinafter "Fish Creek Ranch Preserve") is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

The duration of the Declaration of Covenants and Restrictions, as amended, for Fish Creek Ranch Preserve shall be perpetual and shall run with the land.

The headings, titles or sections contained in this Declaration shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any heading, title or section of this Declaration. They are intended for ease of reading, only.

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to FISH CREEK RANCH PRESERVE HOMEOWNER'S ASSOCIATION. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") of the Association make reference.
- B. "Developer" shall mean and refer to WILLIAM L. HUNTLEY and his successors or assigns if any such successor or assign acquires the undeveloped portion of Fish Creek Ranch Preserve from the Developer.
- C. "Fish Creek Ranch Preserve" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental

Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

- D. "Homestead" shall mean and refer to any 35-acre or other parcel in Fish Creek Ranch Preserve together with any and all improvements thereon on which a residential structure could be constructed whether or not one has been constructed.
- E. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Homestead which is a part of the Property, including contract sellers (but not contract purchasers) and Developer, their heirs, successors, and assignees.
- F. "Common Area" shall mean and refer to all real property in which the Association and/or the Developer has an interest within the boundaries of Fish Creek Ranch Preserve including, without limitation, a right of use, for the common use, enjoyment and easement of access of and for the members of the Association. The Developer's personal residence and associated Homestead shall be exempt from the Common Area.
- G. "Road" shall mean those improved roadways. "Road" allows the use of motorized vehicles for traversing. "Rd." shall also mean "Road".
- H. "Trail" shall mean a roadway that is not improved as to the standard of a Road. "Trail" allows walking, biking, horseback riding, and cross country skiing. "Tr." shall also mean "Trail".
- I. "Driveway" shall mean the entry off of the Road to the residence. The driveway shall have a sign which designates the name and address of the Homestead Owner.

**II. PROPERTY SUBJECT TO DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM**

**Section 1.**

**Legal Description.** The real property herein referred to as "Property" or "Fish Creek Ranch Preserve" which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Albany County, Wyoming, and comprises all the parcels platted or unplatted, within or upon the property legally described as:

Township 12 North, Range 73 West of the 6th P.M.: SE 1/4 west of the Cherokee Park Road, Sec. 2; SW 1/4 Sec. 2; Sec. 3 as follows:

All lying south of the Boulder Ridge Road, except that portion described as follows: Commencing at the NW corner of Section 3, thence South 80 rods to the intersection of the west line of Section 3 with the southern right of way line of the county road known as the Boulder Ridge Road, which is the point of beginning; thence south along the west line of Section 3 to the intersection of said section line with the southern wall of the barn currently standing in Section 3 and partially in Section 4, thence south along said section line a distance of 2,190 feet, more or less, to a railroad tie well set, thence easterly along the existing fence a distance of 621 feet, more or less, thence northerly along the existing fence a distance of 2,190 feet, more or less, to the intersection of said fence with the southern boundary line of the Boulder Ridge Road, thence northwesterly along said right of way to the point of beginning; All Sec. 9; All Sec. 10; NW 1/4 west of the Cherokee Park Road, W 1/2 SW 1/4 west of the Cherokee Park Road, Sec. 11; All Sec. 15; All Sec. 16; all Sec. 17; W 1/2 W 1/2 west of the Cherokee Park Road Sec. 14; Homesteads 1, 2, 3, 4 Sec. 21.

Being approximately 4300 acres, more or less.

## Section 2.

The following personal property shall be owned by the Association for the use and benefit of the Association:

'78 Ford Van (VIN # E14HHB63747)  
'89 Lazy T horse trailer  
'86 GMC Dump Truck (VIN# 1GDL7D1GOGV500471)  
Austin Western Grader (VIN 536417192)  
Buffalo Springfield Roller  
850 C Case Dozer (VIN # 7400727)  
1982 Red Thiokol Snowcat  
1976 Orange Spryte Thiokol Snowcat  
410B John Deere Backhoe (VIN T0410B717754)  
Maxey Snow Roller  
'84 Ford 3/4 4x4 Flatbed  
Polaris 4 Wheeler (VIN # 1466995)  
Yamaha Phazer Snowmobile (Serial #84LT-001869)  
Battery Charger/Jump Start  
Sanborn 5 HP Air Compressor  
Chain Saws



1 - Generator  
Barn Heater  
Acetylene Torch Set up  
Reciprocating Saw  
Circular Saw  
Miscellaneous Hand Tools  
Ford Tractor (Serial # 4013A2)

### Section 3.

**Platting and Subdivision Restrictions.** The Developer may, from time to time, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions, of the Property. No parcel or Homestead shall be divided into tracts of less than 35 acres, nor shall Developer or Association sell or convey more than fourteen (14), 35 acre Homesteads any time, effective upon the date herein.

## III. PROPERTY RIGHTS

### Section 1.

**Owner's Easements of Enjoyment and Access.** Every Owner shall have a right and easement of enjoyment in and to the Common Area. Every Owner shall have the right and easement of access to the Common Area. Every Owner shall have the right and easement of access to individual Homesteads across designated roads, as shown on Exhibit A attached, and defined in Part VIII, Section 22. Said roads cross the Common Area and may cross individual Homesteads, excepting from this, roads that cross individual Homesteads for the specific purpose of reaching that individual dwelling. These easements shall be appurtenant to and shall pass with the title of every Homestead, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration as may be amended from time to time, and the Articles of the Association as may be amended from time to time; and
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association.

**Section 2.**

**Utility Access.** The Association or Developer shall have the right to grant to public utility companies easements across the Property to reach individual Homesteads or private lands adjacent to the Property.

**Section 3.**

**Well Access.** Each Homestead shall be granted a separate well site 25' X 25', if necessary, with right of way in the Common Area.

**IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

**Section 1.**

**Membership.** Every person or entity who is a record fee simple owner of a Homestead, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Homestead which is subject to assessment.

**Section 2.**

**Classes and voting.** The Association shall have such classes of membership, which classes shall have voting rights, as are set forth in the Articles of Incorporation of the Association.

**V. ASSOCIATION FUNCTIONS**

**Section 1.**

**Association Functions.** The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, but not limited to, furnishings and equipment). The Association shall keep the Common Area and improvements in good, clean, attractive and sanitary condition, order and repair, subject, however, to the Owners obligations. The Association shall maintain, in a proper, first class manner, the natural vegetation in the Common Area, including, but not limited to, preserving good visual continuity.

**Section 2.**

**Association Obligations.** Any specification of duties or obligations under these Covenants to a particular portion of the Common Area shall not be construed to limit the Association's duties with respect to other portions of the Common Area.

**Section 3.**

**Association Management.** Notwithstanding the previous sections, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services. The Association shall manage, control and maintain the Common Area, including dams and ditches, and shall maintain and clear existing access roads within the interior perimeter of the lands subject to this declaration. The Association shall maintain the existing Property boundary fences.

**Section 4.**

**Future Development.** The Association may, with a two-thirds ( $\frac{2}{3}$ ) membership vote, acquire adjacent properties for development or acquire developed lands property subject to the restrictions in these Declarations. Such acquisitions must include additional Common Areas sufficient in size, accessibility and quality, as determined by a two-thirds ( $\frac{2}{3}$ ) membership vote, so as not to impose an undue burden of the existing Common Area. Such acquisitions must be subject to the same Declarations, Covenants and Restrictions imposed on the original Homestead Lot owners and Common Area.

**Section 5.**

**Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Homesteads and of the Common Area, with a two-thirds ( $\frac{2}{3}$ ) membership vote, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligation or to obtain damages for non-compliance. Such damages shall include payment of the Association's attorney fees.

## **VI. COVENANTS FOR MAINTENANCE ASSESSMENTS**

### **Section 1.**

**Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Homestead owned by it within Fish Creek Ranch Preserve, hereby covenants and each Owner of any Homestead (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments together with the interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Homestead(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or by Abandonment.

### **Section 2.**

**Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents, or wildlife welfare, in Fish Creek Ranch Preserve and in particular for the improvement and maintenance of the Common Area, road and trail maintenance, and of any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

### **Section 3.**

**Maximum Annual Assessment.** Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall not exceed \$2,400.00 per Homestead per annum until two-thirds ( $\frac{2}{3}$ ) of the Association membership is someone other than the Developer. The Board of Directors of the Association (the "Board") shall fix the assessments according to the projected financial needs of the Association, as to which the Board's decisions shall be dispositive. By the vote of two-thirds ( $\frac{2}{3}$ ) of the members of the Board, the maximum amounts of the assessments may be varied from the amounts hereinabove set forth.

**Section 4.**

**Uniform Rate of Assessment.** All regular and special assessments of Homesteads shall be at a uniform rate for each Homestead in Fish Creek Ranch Preserve.

**Section 5.**

**Special Assessments for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Association may levy, in any assessment year, a special assessment. The special assessment shall be applicable to that year only. The purpose of the special assessment is to defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including, but not limited to the necessary fixture and personal property related thereto, or for the welfare of the wildlife, or for the improvement of a memorial park. A special assessment must have the assent of two-thirds (2/3) of the members who are voting in person by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Notwithstanding the voting rights set forth in the Articles of Incorporation, the Developer shall not make any special assessments until at least two-thirds (2/3) of the voting membership is other than the Developer.

**Section 6.**

**Date of Commencement of Annual Assessments: Due Date.** All special assessments shall commence on January 1 in the year following the assessment. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly installments, as decided by the Board of Directors of the Association

**Section 7.**

**Fines Assessed.** Any fine assessed by the Association against a Homestead Owner and/or Homestead Owner's guest(s) under paragraphs 13, 16 and 22(a) of Article VIII. Restrictions, shall become a lien on the Homestead, in favor of the Association. Upon payment of the fine(s), in full, the Association shall remove the lien.

**Section 8.**

**Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Homestead for each assessment period at least thirty (30) days in advance of such date or period and shall, at that

time, prepare a roster of the Homesteads and assessments applicable thereto which shall be kept in the office of the Association and shall be open to the inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of Commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## Section 9.

### **Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association.**

(a) With respect to any Association assessment, the Board of Directors of the Association shall establish a delinquency date. If the Owner does not pay the assessment within thirty (30) days of the delinquency date, the assessment include interest from the delinquency date at the rate of eighteen percent (18%) per annum.

(b) If an Owner fails to pay an assessment, the Association shall place a lien on the Homestead. All Association liens shall be effective from the date the Association files such liens in the real estate records for Albany County, Wyoming. All filed liens shall describe the Homestead encumbered, the Owner's name, the amount of the assessment and the date when the assessment is due. Association liens shall only be for those assessments that are due and payable as of the date the Association records the lien, including interest as provided above. An officer or agent of the Association shall sign and verify all liens. The Association shall promptly release all liens upon full payment of all assessments secured by such liens.

(c) If an Owner fails to pay any assessment, the Association may, any time after that, bring an action to foreclose on the lien against the Homestead(s). Such foreclosure shall be similar to foreclosing on a real property mortgage and/or suing the Owner(s) on a theory of personal obligation. Besides the assessed amount, the Owner(s) shall be liable for all costs of preparing and filing the complaint in such action, including actual attorneys' fees, all interest on the assessment as above provided and all costs of the action.

## Section 10.

**Subordination to Lien of Mortgages.** The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a Federal or State chartered bank, life insurance company, Federal or State savings and loan association or real estate investment trust. Such

subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Homestead pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Homestead from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

#### **Section 11.**

**Exempt Property.** The Board of Directors shall have the right to exempt any Property subject to this Declaration from assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and
- B. All Common Area as defined in Article I hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from assessments, charges or liens.

### **VII. EXTERIOR MAINTENANCE ASSESSMENT**

#### **Section 1.**

**Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association may provide upon any Homestead requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the Fish Creek Ranch Preserve, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

#### **Section 2.**

**Fire and Safety Maintenance.** Each Homestead shall maintain an area 50 feet on all sides of dwellings and other structures clear of weeds, dead brush and debris. No open fires shall be permitted unless in an established fire/barbecue pit or containment area approved by the ARB. The Association shall be permitted to construct fire areas for associated picnic areas in the Common Area.

**Section 3.**

**Assessment of Costs.** The Association, after providing all Homestead owners notification of potential assessment, must assess the affected Homesteads the cost of any maintenance the Association performs. The Board must apportion any assessment among the Homesteads owners involved. Homestead owners shall not consider exterior maintenance assessments as part of the annual or special assessments. Any exterior maintenance assessments shall be considered a lien on the Homestead and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove. Notice shall be given by the Association to any lien holder prior to any such work.

**Section 4.**

**Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Homestead or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

**VIII. RESTRICTIONS**

**Other restrictions in addition to those defined below are incorporated into the Architectural Planning Criteria attached hereto and made a part of this Declaration.**

**Section 1.**

**Residential Use.** All Property subject to these Covenants and Restrictions shall be used for residential living units. No business or commercial building may be erected upon any Homestead. Outbuildings such as storage sheds and barns shall not be considered business or commercial buildings, but shall be considered appurtenant to the residential living unit. If an Owner chooses to build a guest house, such guest house shall be no more than 50% of the size of the main dwelling. All residential living units, including appurtenant structures, are subject to the review and approval of the Architectural Review Board (ARB).

**Section 2.**

**No Temporary Buildings.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Homestead without the written consent of the Developer or the Board of Directors of the Association. Temporary contractor facilities shall be permitted during the construction of any residential dwelling so



**Section 7.**

**Clothes Drying Area.** No portion of any Homestead shall be used as a drying or hanging area for laundry of any kind, except where it is not visible to public view.

**Section 8.**

**Feeding of Wildlife.** The cost of any and all feeding of any wildlife species shall be borne solely by the Homestead owner choosing to feed the wildlife.

**Section 9.**

**Nuisances.** Nothing shall be done, or maintained on any Homestead which may be or may become an annoyance or nuisance to the Property. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

**Section 10.**

**Signs.** No sign of any kind shall be displayed to the public view on any Homestead, except sign setting forth Owner's name and address.

**Section 11.**

**Brush/Refuse.** No non-native underbrush or other unsightly growths shall be permitted to grow or remain upon any Homestead. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Homestead mowed, and free of non-native underbrush or refuse piles or other unsightly growths or objects, the Association may enter upon said Homestead and remove the same, or maintain the Homestead, at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in a trash bin approved by the ARB as defined in part 8 of the Architectural Planning Criteria, and designed so that they shall not be visible from adjoining Homesteads or public areas and are not accessible by wildlife.

**Section 12.**

**Fences.** No chainlink fences shall be erected or permitted on any Homestead, except for use as dog kennels and shall not exceed 12 feet by 20 feet in size. Such dog kennel shall be erected out of public view. All other fences shall be by approval of ARB.

**Section 13.**

**Pets/Livestock.** No Homestead owner shall be permitted to keep more than two (2) dogs and two (2) cats. Pets must be confined to a fenced in area on the Homestead and not allowed to run free. When pets are accompanied by their owner(s) in the Common Area, the pets must be on a leash. All pets must be under control at all times, for the protection of wildlife, homeowners and their guests. Any pet that at any time harasses, chases or harms wildlife, other pets, homeowners or their guests, in the opinion of the Board of Directors, shall be deemed a nuisance and the pet's owner shall be fined \$250 dollars for the first offense, \$1,000 for the second offense, and the pet shall be removed permanently from the property on the third offense. No Homestead owner shall be permitted to keep more than four (4) horses. No livestock, other than horses, shall be allowed.

**Section 14.**

**Homestead Setbacks, Homestead Coverage and Maximum Building Heights.** The following provisions regarding required minimum Homestead setbacks, maximum Homestead coverage and maximum building heights shall apply to the Homesteads of Fish Creek Ranch Preserve:

Front Yard Setbacks	150'
Rear Yard Setbacks	150'
Side Yard Setbacks	150'
Maximum Building Height	35' above Average Ground Level or 40' above Average Ground Level when necessary for roof design
Minimum Building Floor Area (livable enclosed floor area)	2000 square feet
Minimum Garage Floor Area (two car garage on all Homesteads)	400 square feet

**Section 15.**

**Building Type.** No pre-fabricated, modular, or manufactured housing shall be placed or erected upon any Homestead. All homes must be of log construction with rock accent or frame with wood siding with rock accent or rock alone. Log homes which are pre-fitted off-site shall not be considered as pre-fabricated, modular or manufactured housing. Any garages, barns or other outbuildings shall be of log or frame with wood siding construction.

long as they are removed immediately upon completion. There is a one year limit for temporary contractor facilities.

**Section 3.**

**Antennae.** No aerial or antennae than shall be placed or erected upon any Homestead, or affixed in any manner to the exterior of any building in Fish Creek Ranch Preserve, other than those approved by the ARB.

**Section 4.**

**Storage and Repair of Motor Vehicles.** Large trucks, large recreation vehicles or other large motor vehicles which are placed, parked or stored upon any Homestead shall be screened from public view. No maintenance or repair may be performed upon any motor vehicle upon any Homestead except where screened from public view. This section shall not apply to service vehicles, maintenance vehicles, construction equipment or construction vehicles during service calls, maintenance or construction periods. All cars and trucks kept on the Homestead shall be street legal and must be currently licensed and registered for operation. Show vehicles and/or antique vehicles shall be exempt from the requirement of being currently licensed and registered for operation.

**Section 5.**

**Trees.** No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Homestead unless required in the immediate area of the residential dwelling during construction or unless the Association determines the trees are diseased. Diseased trees shall be required to be removed within thirty (30) days of the determination of the disease to prevent the spread of disease. Notwithstanding this paragraph, Owners may nevertheless remove trees that are not in the immediate area of the residential dwelling during construction or are not diseased if they have the approval of the Architectural Review Board (ARB).

**Section 6.**

**Artificial Vegetation.** No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Homestead more than twenty-five feet (25') from the exterior of the home.

All residential buildings shall meet Uniform Building Code standards and must be approved by the Architectural Review Board (ARB).

#### Section 16.

**Hunting/Taking.** No "taking" (as defined in Title 23 of the Wyoming State Statutes, as amended, in effect on the date of this Declaration or as hereafter amended) of big game, trophy game, small game, game birds and predators shall be permitted on any Homestead or on Fish Creek Ranch Preserve. Predator and nuisance animal control shall be by Developer or employee of Association, only. There will be an assessment of a \$10,000 penalty to Owner for violations committed by the homeowner or guest. Hunting may be done on adjoining National Forest lands. Game, taken lawfully by license on adjoining National Forest lands, may be transported to Homestead across Fish Creek Ranch Preserve. Owner shall give manager of Association a minimum of one day notice, in advance, if Owner intends to hunt on lands adjoining Fish Creek Ranch Preserve. If mountain lions become a nuisance AND a threat to human life, removal of the problem animal by the Wyoming Game and Fish Department, or a successor agency, shall be permitted. Removal of nuisance animals shall only include mountain lions. The Preserve shall protect all other wildlife species, which include, but is not limited to, bears, deer, elk, antelope, turkeys, squirrels, beavers, etc.

A. Owners and/or guests are prohibited from target shooting or firing of any firearms on the property. The Developer or Association employees may use firearms to remove predators.

#### Section 17.

**Hazardous Waste.** No Owner shall place or cause to be placed on the Property any hazardous waste as defined by the United States Environmental Protection Agency or the Wyoming Department of Environmental Quality.

#### Section 18.

**Water/Septic.** All residential dwellings shall be connected to a private well and septic system that meets current County and State standards.

#### Section 19.

**Mining.** No excavation or mining shall be permitted on the Property except in the normal course of residential construction. Ponds may be excavated so long as Owner has obtained the proper permits from the Wyoming State Engineer's Office, where required.

**Section 20.**

**Sporting Activities.** No commercial outfitting, fishing, pack trips, or other recreational guide service shall be permitted.

**Section 21.**

**Guests.** Any Owner whose guest(s) will be staying more than one (1) week must register the guest(s) with the Association. If any Owner will have over six (6) guests at any one time, the Owner shall notify the Association, which shall maintain a guest log book at all times. Any guest that will be using or accessing the Common Area while not accompanied by the Owner shall register with the Association, prior to accessing the Common Area. The sole purpose of this provision is to ensure the security of the Property and enable the Association better control of unauthorized access to the Property.

**Section 22.**

**Roads and Trails.** The Association shall place signs on roads and trails located on the Property. Those travelways with a name followed by "Road" shall be open to motorized vehicles. Those travelways with a name followed by "Trail" are not open to motorized vehicles, except for maintenance purposes by employee of the Association or developer. Motorized access, in addition to roads on individual Homesteads for the purpose of accessing that individual Homestead and until changed by method of Association rules and regulations, shall be allowed on the following roads that are on the Property, as named and on file with the Albany County Planning Office, and shown on Exhibit A attached hereto: Deer Crossing Road, which begins at Albany County Road #31, then proceeds west to the west line of Section 17 and accesses the 6 Homesteads located in Section 17; Elk Crossing Road which runs north and south through Sections 3, 10, and 15 that accesses the 7 Homesteads in the eastern part of the Property; Elk Ridge Road located in Sections 16 and 21; Fish Creek Road located at the eastern end of Fish Creek as it proceeds west from Albany County Road #31 for 1 1/4 mile; Beaver Creek Road south from Deer Crossing Road for 1/4 mile; Antelope Springs Road from Albany County Road 31, west to the intersection with Elk Ridge Road. All roads are presently and shall remain on lands owned by the Developer and/or Association, thereby, by rules herein, each Homestead purchased shall have an actual ownership interest in said roads, thereby securing access to Homesteads in perpetuity.

**A) Service access, exceptions, enforcement:**

Service vehicles shall be allowed to access all roads. At reasonable hours during daylight hours, Owners shall be allowed to travel the roads and trails for the purpose of touring guests, after notifying the Association and obtaining approval from Manager. Association

or Manager shall not restrict the touring of guests unless the privilege begins to be abused. All motorized vehicles are restricted to 15 mph on Fish Creek Ranch Preserve. ATV's are required to stay on marked roads. Snowmobiles shall be limited to trails marked by the Association to limit conflict between snowmobiles and cross country skiers. Any violation by Owner or guest shall result in the Owner being fined \$250 dollars for the first offense, \$1,000 for the second offense, and \$2,500 every offense thereafter.

### Section 23.

**Fishing Limit.** The fishing limit for fish taken from waterways within the boundaries of Fish Creek Ranch Preserve shall not exceed six (6) in a two (2) day period by any combination of Owner and/or guest(s). No fish less than eight (8) inches in length shall be kept as part of the restricted fishing limit; provided, however, any fish less than eight (8) inches in length which has been caught has not been injured in such a manner that it would not survive upon releasing the fish back into the waterway. Any injured fish, less than eight (8) inches in length, kept and not released back in the waterway, shall be included in the fishing limit.

## IX. TRANSFER OF UNIMPROVED HOMESTEADS

### Section 1.

**Developer's Right of First Refusal.** All Owners who wish to transfer unimproved Homesteads, or interests therein, upon which a single-family residence has not been constructed (and a certificate of occupancy issued therefore) must first offer to sell such Homestead or interest to the Developer. Developer has fifteen (15) days, from the date the Owner offers to sell such Homestead ("Notification Date"), to exercise his right to purchase it. If the Developer chooses to exercise his right to purchase the Homestead, Developer must execute a written Agreement to Purchase the Homestead within thirty (30) days from the Notification date. If the Developer, within fifteen (15) days, waives, in writing, his rights to purchase said Homestead, the Owner may transfer said Homestead or interests therein to third parties. The Developer's right of first refusal shall not apply to transfers to family members or transfers that occur at death.

### Section 2.

**Notice to Developer.** Any Owner(s) intending to make a bona fide sale of his unimproved Homestead or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right to first refusal. If Developer elects to exercise its

right of first refusal, Developer shall deliver to the Owner an agreement to purchase the Homestead upon the following terms:

- A. The price to be paid, and the terms of payment, shall be stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

### Section 3.

**Certificate of Waiver.** If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's Waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in Public Records of Albany County, Wyoming. Failure of purchase within 90 days thereafter shall void waiver.

### Section 4.

**Unauthorized Transactions.** Any sale of a Homestead, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void, and penalties may be assessed at the option of Developer.

### Section 5.

**Exceptions.** This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Homestead concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX require the waiver by Developer as to any transfer of title to a Homestead at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

## **X. INSURANCE**

### **Section 1.**

**Comprehensive General Liability and Property Damage Insurance.** Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the Board may determine. The policy or policies shall name as insured the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

### **Section 2.**

**Fire and Hazard Insurance.** Fire and other hazard insurance shall be purchased by the Board on behalf of the Association as required or appropriate for improvements on Common Area premises.

### **Section 3.**

**Owner's Personal Liability and Property Insurance.** An Owner shall carry such fire, casualty and personal liability insurance, as he may desire, including specifically casualty and hazard insurance for improvements constructed on his Homestead.

### **Section 4.**

**Other Insurance.** The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same is required by law respecting employees of the Association.

### **Section 5.**

**Proceeds.** The Board shall receive the proceeds of any if its casualty insurance payments received on policies the Association obtains and maintains pursuant to this Article. If there is loss or damage, the Association shall use its insurance proceeds as soon as possible to rebuild, repair or otherwise reinstate the same property in a good and substantial manner according to the original plan and elevation thereof, or such modified plans conforming to



laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

## **XI. ROAD MAINTENANCE AGREEMENT**

Per Part V, Section 1, the Association shall be responsible for maintaining all main access roads and trails. Assessment costs shall be pursuant to Part VI, Section 2.

## **XII. GENERAL PROVISIONS**

### **Section 1.**

**Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument is signed by the then Owners of two-thirds (2/3) of the Homesteads and has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement.

### **Section 2.**

**Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

### **Section 3.**

**Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Any acts of Owner directly related to the invalidation of any one of these Covenants and Restrictions shall not be permitted for a period of one (1) year from the date of the

judgment which rendered the invalidation. If there is an invalidation of any one of these Covenants and Restrictions by judgment or court order, it shall be rewritten to validly enforce the original intent of the Developer and made an effective amendment to these Covenants and Restrictions. Therefore, the amendment made as a result of an invalidation shall deem the original acts of the Owner a violation of these Covenants and Restrictions.

#### Section 4.

**Amendment.** Except as otherwise provided in this Section, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership. provided that so long as Developer is the Owner of three or more Homesteads, no amendment will be effective without Developer's express written joinder and consent. Excluding any amendment which may be judicially required, Developer reserves veto power of the two-thirds (2/3) of the voting interests of the membership vote to amend, if in the Developer's reasonable opinion, a proposed amendment does not enforce the original intent of the Covenants and Restrictions. Part VII, Section 16, Hunting, cannot be amended to ever allow any additional taking, of any kind, other than what is expressly permitted as of the date of this Declaration. Part II, Section 3, Platting and Subdivision Restrictions, cannot be amended to ever allow the Developer or Association to sell or convey more than fourteen (14), 35 acre Homesteads.

#### Section 5.

**Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

#### Section 6.

**Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Albany County, Wyoming.

#### Section 7.

**Ranch Manager's House.** The Developer shall have exclusive right and control of the existing ranch manager's house until such time as two-thirds (2/3) of the homesteads are sold. After the sale of two-thirds (2/3) of the homesteads, the house shall then be used for the sole purpose of the ranch manager's/caretaker's residence. The liability to the Developer for his exclusive right and control of the ranch manager's house shall be the cost of utilities. At such time as the house becomes the ranch manager's/caretaker's residence, the Association shall assume the liability for the utility charges.

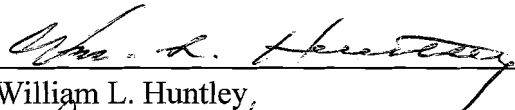
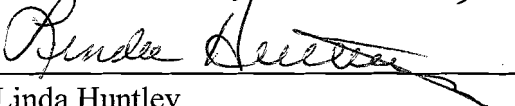
**Section 8.**

**Memorial Park.** A one (1) acre parcel of land, as determined by the Association, shall be set aside from the Common Area as a memorial park. The memorial park shall be used as a place for personal reflection and as a place where current and past members of the association and their family may have their ashes scattered should they elect cremation. Past members of the association shall be limited in their use of the memorial park to once a year. Any improvements to the memorial park shall be made through assessments as outlined in Article VI. COVENANTS FOR MAINTENANCE ASSESSMENTS.

**Section 9.**

**Mineral Rights.** The developer intends for the Fish Creek Ranch Preserve to be free of mineral exploration and development, including oil and gas development. Therefore, these declared covenants and restriction expressly prohibit the exploration and/or development of minerals, including oil and gas, on any Homestead or the Common Area.

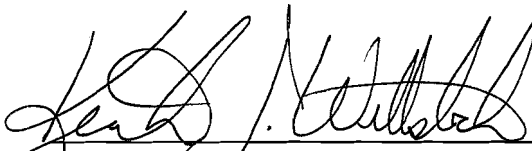
This First Amendment to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve is made this 7<sup>th</sup> day of ~~July~~<sup>November</sup>, 1997. The Developer, William L. Huntley and Linda Huntley are the sole owners of record of the property, subject to the Declaration, at the date of the amendment.

  
\_\_\_\_\_  
William L. Huntley  
  
\_\_\_\_\_  
Linda Huntley

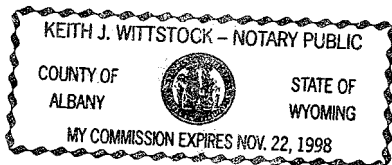
STATE OF WYOMING     )  
  )ss.  
COUNTY OF ALBANY    )

The foregoing was acknowledged before me this 7<sup>th</sup> day of November, 1997, by William L. Huntley and Linda Huntley, who did state they were the sole owners of record of property affected by the Declaration of Covenants and Restrictions, as amended, for Fish Creek Ranch Preserve.

Witness my hand and official seal.

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

My Commission Expires:





FIRST AMENDED TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FISH CREEK RANCH PRESERVE  
EXHIBIT A

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DEER CROSSING ROAD

"A strip of land 60 feet wide situated in Sections 17, 16, 15, and 14 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point on the west line of said section which bears S 03° 22' 32" E, 761.52 feet from the section corner common to Sections 7, 8, 17, and 18.

THENCE N 82° 22' 11" E, 105.75 feet along the existing road;  
THENCE N 86° 37' 24" E, 226.13 feet along the existing road;  
THENCE S 60° 24' 43" E, 245.70 feet along the existing road;  
THENCE S 46° 06' 54" E, 274.44 feet along the existing road;  
THENCE S 56° 22' 54" E, 69.53 feet along the existing road;  
THENCE S 52° 04' 43" E, 92.44 feet along the existing road;  
THENCE S 20° 26' 54" E, 86.25 feet along the existing road;  
THENCE S 34° 31' 54" E, 86.52 feet along the existing road;  
THENCE S 14° 49' 59" E, 108.00 feet along the existing road;  
THENCE S 35° 03' 48" E, 44.94 feet along the existing road;  
THENCE S 53° 50' 17" E, 110.75 feet along the existing road;  
THENCE S 46° 25' 34" E, 164.23 feet along the existing road;  
THENCE S 79° 33' 00" E, 90.79 feet along the existing road;  
THENCE S 64° 02' 36" E, 152.02 feet along the existing road;  
THENCE S 85° 52' 31" E, 92.03 feet along the existing road;  
THENCE S 76° 57' 44" E, 119.29 feet along the existing road;  
THENCE S 76° 54' 03" E, 284.77 feet along the existing road;  
THENCE S 67° 39' 33" E, 104.12 feet along the existing road;  
THENCE S 56° 49' 44" E, 180.96 feet along the existing road;  
THENCE S 88° 15' 02" E, 89.10 feet along the existing road;  
THENCE N 86° 58' 29" E, 326.00 feet along the existing road;  
THENCE S 64° 53' 51" E, 189.78 feet along the existing road;  
THENCE S 28° 48' 52" E, 443.81 feet along the existing road;  
THENCE S 13° 59' 40" E, 305.55 feet along the existing road;  
THENCE S 23° 37' 08" E, 247.58 feet along the existing road;  
THENCE S 34° 51' 59" E, 147.55 feet along the existing road;  
THENCE S 61° 21' 55" E, 86.30 feet along the existing road;

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THENCE S 53° 22' 11" E, 78.89 feet along the existing road;  
THENCE S 70° 58' 12" E, 84.34 feet along the existing road;  
THENCE S 75° 04' 19" E, 43.47 feet along the existing road;  
THENCE S 75° 40' 41" E, 67.15 feet along the existing road;  
THENCE S 74° 34' 59" E, 223.55 feet along the existing road;  
THENCE S 68° 10' 45" E, 164.05 feet along the existing road;  
THENCE S 65° 30' 22" E, 164.09 feet along the existing road;  
THENCE S 64° 43' 57" E, 160.57 feet along the existing road;  
THENCE S 63° 56' 50" E, 159.06 feet along the existing road;  
THENCE S 65° 45' 47" E, 62.31 feet along the existing road;  
THENCE S 70° 29' 06" E, 162.22 feet along the existing road;  
THENCE S 66° 57' 24" E, 88.75 feet along the existing road;  
THENCE S 52° 22' 31" E, 72.88 feet along the existing road;  
THENCE S 56° 24' 15" E, 87.72 feet along the existing road;  
THENCE S 55° 34' 03" E, 201.42 feet along the existing road;  
THENCE S 62° 19' 39" E, 74.74 feet along the existing road;  
THENCE S 53° 28' 51" E, 88.84 feet along the existing road;  
THENCE S 65° 28' 01" E, 68.73 feet along the existing road;  
THENCE S 77° 00' 21" E, 95.08 feet along the existing road;  
THENCE S 55° 50' 03" E, 67.79 feet along the existing road;  
THENCE S 55° 30' 47" E, 121.07 feet along the existing road;  
THENCE S 54° 14' 56" E, 100.48 feet along the existing road;  
THENCE S 53° 43' 04" E, 90.46 feet along the existing road;  
THENCE S 67° 31' 44" E, 31.13 feet along the existing road;  
THENCE S 71° 23' 12" E, 136.19 feet along the existing road;  
THENCE S 72° 05' 32" E, 116.88 feet along the existing road;  
THENCE N 89° 49' 14" E, 92.54 feet along the existing road;  
THENCE N 74° 41' 07" E, 150.65 feet along the existing road;  
THENCE N 60° 07' 36" E, 487.75 feet along the existing road;  
THENCE N 61° 39' 38" E, 195.56 feet along the existing road;  
THENCE N 88° 57' 43" E, 332.88 feet along the existing road;  
THENCE N 67° 39' 10" E, 328.89 feet along the existing road;  
THENCE N 56° 30' 09" E, 197.23 feet along the existing road;  
THENCE N 71° 32' 11" E, 209.44 feet along the existing road;  
THENCE S 89° 53' 10" E, 141.03 feet along the existing road;  
THENCE S 82° 05' 49" E, 177.82 feet along the existing road;  
THENCE N 68° 24' 54" E, 423.78 feet along the existing road;  
THENCE S 88° 36' 34" E, 149.59 feet along the existing road;  
THENCE N 38° 46' 39" E, 153.50 feet along the existing road;  
THENCE N 40° 13' 25" E, 271.15 feet along the existing road;  
THENCE N 81° 41' 37" E, 271.47 feet along the existing road;

THENCE S 54° 55' 10" E, 168.13 feet along the existing road;  
THENCE N 72° 00' 24" E, 299.83 feet along the existing road;  
THENCE S 88° 01' 29" E, 224.55 feet along the existing road;  
THENCE S 65° 10' 00" E, 140.00 feet along the existing road;  
THENCE N 58° 43' 53" E, 842.55 feet along the existing road;  
THENCE S 82° 20' 10" E, 350.00 feet along the existing road;  
THENCE N 70° 00' 00" E, 200.00 feet along the existing road;  
THENCE S 81° 50' 26" E, 400.00 feet along the existing road;  
THENCE N 29° 45' 20" E, 150.00 feet along the existing road;  
THENCE N 47° 20' 10" E, 300.00 feet along the existing road;  
THENCE N 80° 40' 00" E, 210.00 feet along the existing road;  
THENCE N 69° 10' 15" E, 536.20 feet along the existing road;  
THENCE N 89° 45' 15" E, 342.12 feet along the existing road;  
THENCE N 82° 15' 30" E, 532.10 feet along the existing road;  
THENCE S 73° 16' 30" E, 312.45 feet along the existing road;  
THENCE N 74° 42' 00" E, 445.50 feet along the existing road;  
THENCE S 75° 10' 00" E, 320.22 feet along the existing road;  
THENCE S 66° 11' 13" E, 162.20 feet along the existing road;  
THENCE S 80° 36' 24" E, 221.50 feet along the existing road;  
THENCE N 45° 38' 22" E, 63.16 feet along the existing road;  
THENCE N 39° 18' 39" E, 111.23 feet along the existing road;  
THENCE N 34° 00' 08" W, 219.12 feet along the existing road;  
THENCE N 20° 14' 14" W, 183.50 feet along the existing road;  
THENCE N 61° 47' 44" E, 1372.29 feet along the existing road;  
THENCE N 56° 33' 04" E, 414.95 feet along the existing road;  
THENCE N 40° 51' 11" E, 308.02 feet along the existing road;  
THENCE N 53° 25' 35" E, 126.81 feet along the existing road;  
THENCE N 72° 34' 18" E, 139.13 feet along the existing road to the  
westerly right of way of the County Cherokee Park Road;

The bearings are referenced to a Solar Observation."

#### ELK CROSSING ROAD

"A strip of land 60 feet wide situated in sections 3, 10, and 15 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point on the South line of said section 15 which bears S 89° 40' 28" W. 106.34 feet from the section corner common to sections 14, 15,

22, and 238.

THENCE N 26° 43' 58" W, 81.07 feet along the existing road;  
THENCE N 37° 17' 37" W, 60.90 feet along the existing road;  
THENCE N 44° 38' 33" W, 88.83 feet along the existing road;  
THENCE N 35° 35' 57" W, 60.24 feet along the existing road;  
THENCE N 21° 31' 03" W, 250.47 feet along the existing road;  
THENCE N 36° 47' 33" W, 152.72 feet along the existing road;  
THENCE N 03° 14' 48" W, 130.51 feet along the existing road;  
THENCE N 05° 49' 26" W, 65.96 feet along the existing road;  
THENCE N 16° 56' 05" W, 63.97 feet along the existing road;  
THENCE N 22° 27' 28" W, 178.14 feet along the existing road;  
THENCE N 17° 38' 44" W, 241.14 feet along the existing road;  
THENCE N 13° 25' 53" W, 57.55 feet along the existing road;  
THENCE N 01° 23' 33" W, 68.14 feet along the existing road;  
THENCE N 14° 19' 24" E, 212.58 feet along the existing road;  
THENCE N 11° 21' 34" E, 147.96 feet along the existing road;  
THENCE N 0° 00' 48" E, 260.61 feet along the existing road;  
THENCE N 07° 11' 21" W, 110.44 feet along the existing road;  
THENCE N 11° 42' 52" W, 123.32 feet along the existing road;  
THENCE N 06° 27' 18" W, 310.11 feet along the existing road;  
THENCE N 10° 03' 47" W, 49.94 feet along the existing road;  
THENCE N 17° 32' 25" W, 47.91 feet along the existing road;  
THENCE N 27° 42' 35" W, 62.24 feet along the existing road;  
THENCE N 24° 59' 30" W, 72.87 feet along the existing road;  
THENCE N 16° 15' 10" W, 154.64 feet along the existing road;  
THENCE N 16° 10' 08" W, 98.29 feet along the existing road;  
THENCE N 15° 17' 53" W, 336.04 feet along the existing road;  
THENCE N 26° 12' 38" W, 103.33 feet along the existing road;  
THENCE N 40° 13' 11" W, 144.91 feet along the existing road;  
THENCE N 40° 36' 32" W, 58.76 feet along the existing road;  
THENCE N 39° 18' 39" W, 111.33 feet along the existing road;  
THENCE N 34° 00' 08" W, 219.12 feet along the existing road;  
THENCE N 22° 54' 38" W, 277.99 feet along the existing road;  
THENCE N 00° 29' 42" E, 125.79 feet along the existing road;  
THENCE N 25° 45' 06" E, 105.35 feet along the existing road;  
THENCE N 06° 12' 19" E, 92.73 feet along the existing road;  
THENCE N 54° 47' 48" W, 263.88 feet along the existing road;  
THENCE N 69° 00' 34" W, 95.44 feet along the existing road;  
THENCE N 78° 57' 48" W, 97.45 feet along the existing road;  
THENCE N 79° 05' 01" W, 98.09 feet along the existing road;  
THENCE N 60° 48' 21" W, 58.95 feet along the existing road;



THENCE N 22° 06' 55" W, 307.35 feet along the existing road;  
THENCE N 22° 30' 33" W, 107.62 feet along the existing road;  
THENCE N 06° 09' 26" W, 70.58 feet along the existing road;  
THENCE N 08° 12' 45" E, 122.72 feet along the existing road;  
THENCE N 05° 07' 40" W, 290.01 feet along the existing road;  
THENCE N 13° 06' 26" W, 149.00 feet along the existing road;  
THENCE N 13° 07' 58" W, 128.60 feet along the existing road;  
THENCE N 01° 13' 17" W, 152.46 feet along the existing road;  
THENCE N 06° 32' 19" W, 274.70 feet along the existing road;  
THENCE N 21° 54' 46" W, 169.05 feet along the existing road;  
THENCE N 08° 39' 22" W, 119.40 feet along the existing road;  
THENCE N 05° 42' 20" W, 195.34 feet along the existing road;  
THENCE N 04° 54' 08" W, 63.54 feet along the existing road;  
THENCE N 48° 11' 54" W, 200.00 feet along the existing road;  
THENCE N 38° 24' 30" W, 70.47 feet along the existing road;  
THENCE N 19° 57' 17" W, 48.17 feet along the existing road;  
THENCE N 06° 59' 30" E, 197.00 feet along the existing road;  
THENCE N 65° 53' 52" W, 98.34 feet along the existing road;  
THENCE N 44° 15' 53" W, 331.66 feet along the existing road;  
THENCE N 13° 01' 13" W, 92.54 feet along the existing road;  
THENCE N 74° 41' 07" E, 60.05 feet along the existing road;  
THENCE N 12° 38' 44" E, 385.30 feet along the existing road;  
THENCE N 05° 48' 44" E, 169.35 feet along the existing road;  
THENCE N 41° 38' 06" W, 35.29 feet along the existing road;  
THENCE N 31° 47' 10" W, 95.83 feet along the existing road;  
THENCE N 02° 04' 48" E, 142.99 feet along the existing road;  
THENCE N 10° 05' 29" W, 186.28 feet along the existing road;  
THENCE N 00° 24' 30" W, 228.70 feet along the existing road;  
THENCE N 04° 35' 16" E, 191.65 feet along the existing road;  
THENCE N 13° 50' 36" E, 376.48 feet along the existing road;  
THENCE N 17° 37' 43" E, 433.26 feet along the existing road;  
THENCE N 21° 01' 17" E, 496.82 feet along the existing road;  
THENCE N 08° 29' 37" E, 137.51 feet along the existing road;  
THENCE N 12° 16' 19" W, 393.74 feet along the existing road;  
THENCE N 02° 39' 49" E, 221.22 feet along the existing road;  
THENCE N 12° 31' 32" W, 333.78 feet along the existing road;  
THENCE N 23° 44' 13" W, 46.95 feet along the existing road;  
THENCE N 24° 12' 55" W, 487.90 feet along the existing road;  
THENCE N 35° 45' 04" W, 193.58 feet along the existing road;  
THENCE N 40° 54' 43" W, 165.25 feet along the existing road;  
THENCE N 39° 04' 47" W, 294.03 feet along the existing road;

THENCE N 20° 07' 28" W, 137.39 feet along the existing road;  
THENCE N 12° 32' 46" W, 379.56 feet along the existing road;  
THENCE N 07° 13' 21" W, 155.18 feet along the existing road;  
THENCE N 09° 40' 43" W, 594.63 feet along the existing road;  
THENCE N 15° 24' 47" W, 302.14 feet along the existing road;  
THENCE N 02° 05' 51" E, 66.66 feet along the existing road;  
THENCE N 41° 57' 40" E, 30.94 feet to the southerly right of way of the  
County Boulder Ridge Road;

The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89° 40' 28" E."

#### ANTELOPE SPRING ROAD

"A strip of land 60 feet wide situated in Sections 14, and 15 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point in the centerline intersection of Antelope Spring Road and Elk Crossing Road which bears N 38° 19' 33" W, 595.12 feet from the section corner common to Sections 14, 15, 22, and 23.  
THENCE N 62° 31' 57" E, 701.61 feet along the existing road;  
THENCE N 63° 38' 04" E, 328.06 feet along the existing road to the westerly right of way of the County Cherokee Park Road;

Said strip of land contains 1.41 acres, more or less. The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89° 40' 28" E."

#### FISH CREEK ROAD

"A strip of land 60 feet wide situated in Sections 10, and 11 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at the centerline intersection of Elk Crossing Road and Fish Creek Road which bears S 03° 32' 14" W, 3390.22 feet from the 1/4 corner common to Sections 3 and 10.  
THENCE N 86° 28' 32" E, 672.49 feet along the existing road;  
THENCE N 85° 29' 57" E, 28.20 feet along the existing road;

THENCE N 82° 09' 38" E, 467.67 feet along the existing road;  
THENCE N 87° 04' 29" E, 423.33 feet along the existing road;  
THENCE S 86° 26' 53" E, 1614.82 feet along the existing road;  
THENCE S 77° 38' 32" E, 63.34 feet along the existing road to the  
westerly right of way of the County Cherokee Park Road;

Said strip of land contains 4.24 acres, more or less. The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89° 40'28" E."

FIRST AMENDMENT TO THE  
ARCHITECTURAL PLANNING CRITERIA

This First Amendment is made to the Architectural Planning Criteria for Fish Creek Ranch Preserve, as filed in the real estate records for Albany County, Wyoming, at Book 487, Page 247, on March 4, 1996.

The Architectural Planning Criteria for Fish Creek Ranch Preserve shall be amended to read as follows:

**WHEREAS**, the Declaration of Covenants and Restrictions, as amended, for Fish Creek Ranch Preserve, as recorded in the Public Records of Albany County, Wyoming and this document is a part of, provides that William L. Huntley and Linda Huntley (the "Developer"), shall form a committee known as the Architectural Review Board (the "ARB"); and

**WHEREAS**, the above-referenced Declaration of Covenants and Restrictions, as amended, for Fish Creek Ranch Preserve provides that the Board of Directors of Fish Creek Ranch Preserve (the "Association") on recommendation of said committee shall adopt and modify or amend from time to time Architectural Planning Criteria for Fish Creek Ranch Preserve which criteria are to be set forth in writing and made known to owners and all prospective owners in Fish Creek Ranch Preserve;

**NOW, THEREFORE**, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

**1. BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any Homestead other than one detached single-family dwelling containing not less than two thousand (2,000) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed forty (40) feet in height. All plans for any and all construction shall have the approval of the ARB before the commencement of construction. Unless approved by the ARB as to location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling. Any guest house shall be no more than 50% of the size of the main dwelling. All Homesteads shall be required to have a two car garage containing not less than four hundred (400) square feet.

**2. LAYOUT.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is

the purpose of this approval to assure no trees are unnecessarily disturbed and that the home is placed on the Homestead in its most advantageous position.

**3. EXTERIOR PLAN.** The ARB shall have final approval of all exterior plans and each Owner must submit to the ARB a plan showing the material and color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the plan is consistent with the homes on the Property and the extent to which the plan conforms with the natural scheme of and for Fish Creek Ranch Preserve.

**4. ROOFS.** Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are porches and patios. There shall be no flat roofs on the entire main body of a building. Minimum pitch of roof will be 4/12. Mansard roofs shall not be permitted. The composition of all pitched roofs shall be brown or green metal, tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB. Asphalt shingle shall not be allowed.

**5. DWELLING QUALITY.** The ARB shall have final approval of all exterior building materials. Eight inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation materials, except rock, for facades and encourage the use of front materials such as brick, stone, wood, and artificial stone, or a combination of the foregoing.

**6. SIGNS.** No sign of any kind shall be displayed to the public view on any Homestead, except for Owner's name and address.

**7. FENCES AND WALLS.** The composition, location and height of any fence or wall to be constructed on any Homestead shall be subject to the approval of the ARB.

**8. GARBAGE AND TRASH CONTAINERS.** No Homestead shall be used or maintained as a dumping ground for rubbish, trash or other waste. All garbage or trash shall be put in a heavy duty plastic trash bag and then placed in an enclosed trash bin approved by the ARB at the time of initial dwelling plan approval. Containers shall be designed so they are not be visible from adjoining Homesteads or public areas and are not accessible by wildlife. The Association shall have access to each Homestead lot allow trash removal and each container shall be placed to enable the Association to carry out its refuse removal duties.

**9. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Homestead at any time as a residence either temporarily or permanently.

**10. REMOVAL OF TREES.** No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Homestead unless required in the immediate area of the residential dwelling during construction or unless the Association determines the trees are diseased. Homestead owners must remove diseased trees within thirty (30) days of the determination to prevent the spread of disease. Notwithstanding this paragraph, Owners may remove trees that are not in the immediate area of the residential dwelling during construction or are not diseased if they have the approval of the ARB.

**11. UTILITY CONNECTIONS.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the ARB.

**12. BARBECUE GRILLS.** Barbecue's shall be of a permanent type and constructed to blend with the dwelling. These shall require ARB approval.

**13. MODIFICATION TO EXISTING STRUCTURES.** Any and all modifications to existing structures, whether to floor plan or exterior color, shall require the approval of the ARB.

**14. ARB REPORTS.** The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Homestead Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submissions thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

[EXECUTION PAGE FOLLOWS]

This First Amendment to the Architectural Planning criteria for Fish Creek Ranch Preserve is made this 7<sup>th</sup> day of November, 1997. The Developer, William L. Huntley and Linda Huntley are the sole owners of record of the property, subject to the Declaration, at the date of the amendment.

William L. Huntley  
William L. Huntley  
Linda Huntley  
Linda Huntley

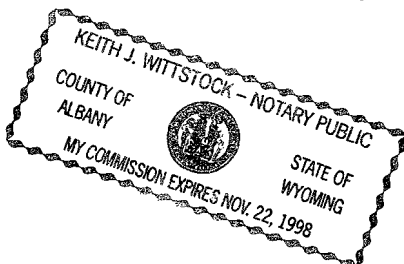
STATE OF Wyoming )  
  )ss.  
COUNTY OF Albany )

The foregoing was acknowledged before me this 7<sup>th</sup> day of November, 1997, by William L. Huntley and Linda Huntley, who did state they were is the sole owners of record of property affected by the Architectural Planning Criteria for Fish Creek Ranch Preserve.

Witness my hand and official seal.

Keith J. Wittstock  
Notary Public

My Commission Expires:



**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FISH CREEK RANCH PRESERVE**

This Second Amendment is made to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve, as filed in the real estate records for Albany County, Wyoming, at Book 487, Page 226, on March 4, 1996 and amended in the real estate records for Albany County, Wyoming, as Document Number 1997 10948.

The Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve shall be amended to read as follows:

**II. PROPERTY SUBJECT TO DECLARATION: ADDITIONS THERETO,  
DELETIONS THEREFROM**

**Section 3.**

**Platting and Subdivision Restrictions.** The Developer may, from time to time, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions, of the Property. No plat or re-plat, however, shall significantly reduce the Common Area. All parcels or Homesteads shall be approximately thirty-five (35) acres, but in no case less than thirty-five (35) acres. Effective upon the date herein, the Developer or Association shall not, at any time, sell or convey more than fourteen (14) parcels or Homesteads.

**III. PROPERTY RIGHTS**

**Section 1.**

**Owner's Easements of Enjoyment and Access.** Each Owner shall have a perpetual right and easement of enjoyment in and to the Common Area, including a perpetual right and easement of access to the Common Area. Each Owner shall also have a perpetual right and easement of access to individual Homesteads across designated roads, as shown on Exhibit A attached, and defined in Part VIII, Section 22. Said roads cross the Common Area and may cross individual Homesteads, excepting from this, roads that cross individual Homesteads for the specific purpose of reaching that individual dwelling. These easements shall be appurtenant to and shall pass with the title of every Homestead, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;



- B. All provisions of this Declaration as may be amended from time to time pursuant to Part XII, Section 4, and the Articles of the Association as may be amended from time to time; and
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association.

## **XII. GENERAL PROVISIONS**

### **Section 1.**

**Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall, beginning with the date originally filed, run perpetually with and perpetually bind the Property, and shall perpetually inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement.

### **Section 4.**

**Amendment.** Except as otherwise provided in this Section, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership. provided that so long as Developer is the Owner of three or more Homesteads, no amendment will be effective without Developer's express written joinder and consent. Excluding any amendment which may be judicially required, Developer reserves veto power of the two-thirds (2/3) of the voting interests of the membership vote to amend, if in the Developer's reasonable opinion, a proposed amendment does not enforce the original

intent of the Covenants and Restrictions. Part II, Section 3, Platting and Subdivision Restrictions, cannot be amended to ever allow the Developer or Association to sell or convey more than fourteen (14), 35 acre Homesteads. Part III, Section 1 cannot be amended to ever allow the removal of the Homeowners perpetual right and easement. Part VII, Section 16, Hunting, cannot be amended to ever allow any additional taking, of any kind, other than what is expressly permitted as of the date of this Declaration.

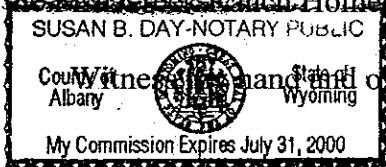
This Second Amendment to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve is made this \_\_\_\_ day of February 1998. The Developer, William L. Huntley and Linda Huntley are the owners of record of more than two-thirds (2/3) of the property subject to the Declaration at the date of the amendment. The Developer, William L. Huntley and Linda Huntley also hold more than two-thirds (2/3) of the voting interest of the membership in the Fish Creek Ranch Homeowners' Association at the date of the amendment.

William L. Huntley  
William L. Huntley

Linda Huntley  
Linda Huntley

STATE OF WYOMING )  
 )ss.  
COUNTY OF ALBANY )

The foregoing was acknowledged before me this 10th day of February 1998, by William L. Huntley and Linda Huntley, who did state they were owners of record of more than two-thirds (2/3) of the property affected by the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve and that they held more than the two-thirds (2/3) of the voting interest of the membership in the Fish Creek Ranch Homeowners' Association.



Susan B. Day  
Notary Public

My Commission Expires: 7-31-2000

# THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FISH CREEK RANCH PRESERVE

This Third Amendment is made to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve, as filed in the real estate records for Albany County, Wyoming, at Book 487, Page 226, on March 4, 1996, amended in the real estate records for Albany County, Wyoming, as Document Number 1997 10948, and further amended in the real estate records for Albany County, Wyoming, as Document Number 1998 1169.

The Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve shall be amended to read as follows:

## VIII. RESTRICTIONS

**Other restrictions in addition to those defined below are incorporated into the Architectural Planning Criteria attached hereto and made a part of this declaration.**

### **Section 1.**

**Residential Use.** Only four related adults may reside at each Homestead. Additional adults (21 years old) may be approved by the Board of Directors subject to additional monthly dues. All Property subject to these Covenants and Restrictions shall be used for residential living units. No business or commercial building may be erected upon any Homestead. Outbuildings such as storage sheds and barns shall not be considered business or commercial buildings, but shall be considered appurtenant to the residential living unit. If an Owner chooses to build a guesthouse, such guesthouse shall be no more than 50% of the size of the main dwelling. All residential living units, including appurtenant structures, are subject to the review and approval of the Architectural Review Board (ARB).

### **Section 4.**

**Storage and Repair of Motor Vehicles.** Large trucks, large recreation vehicles or other large motor vehicles which are placed, parked or stored upon any Homestead shall be screened from public view. No maintenance or repair may be performed upon any motor vehicle upon any Homestead except where screened from public view. This section shall not apply to service vehicles, maintenance vehicles, construction equipment or construction vehicles during service calls, maintenance or construction periods. All cars and trucks kept on the Homestead shall be street legal and must be currently licensed and registered for operation. Show vehicles and/or antique vehicles shall be exempt from the requirement of

being currently licensed and registered for operation. Any collection of autos, equipment, motor cycles, etc. must be inside an approved building.

### Section 13.

**Pets/Livestock.** No Homestead owner shall be permitted to keep more than two (2) dogs and two (2) cats. Pets must be confined to a fenced in area on the homestead and not allowed to run free. When pets are accompanied by their owner(s) in the Common Area, the pets must be on a leash. All pets must be under control at all times, for the protection of wildlife, homeowners and their guests. Any pet that at any time harasses, chases or harms wildlife, other pets, homeowners or their guests, in the opinion of the Board of Directors, shall be deemed a nuisance and the pet's owner shall be fined \$250 for the first offense, \$1,000 for the second offense, and the pet shall be removed permanently from the property on the third offense. No Homestead owner shall be permitted to keep more than four (4) horses. ~~No livestock, other than horses, shall be allowed.~~ Approved barnyard animals must be confined to approved facilities. All other animals, which are compatible with Fish Creek Ranch Preserve, must be approved by the Board of Directors.

### Section 15.

**Building Type.** No pre-fabricated, modular or manufactured housing shall be placed or erected upon any Homestead. All homes must be of log construction with rock accent or frame with wood siding with rock accent or rock alone. Log homes, which are pre-fitted off-site, shall not be considered as pre-fabricated, modular or manufactured housing. Any garages, barns or other outbuildings shall be of log or frame with wood siding construction. All residential buildings shall meet Uniform Building Code standards and must be approved by the Architectural Review Board (ARB).

**Construction.** To ensure security to Fish Creek Ranch Preserve, cost of construction, damage to the environment and warranty of construction, only Huntley Properties, Inc. or sub-contractors designated by Huntley Properties, Inc. can perform construction on Fish Creek Ranch Preserve. Any construction, other than the main residence on each Homestead, by Homestead Owners shall be subject to oversight by the Board of Directors, as follows: Prior to commencement of construction, the Homestead Owner, or his general contractor, shall submit to the Developer or Board of Directors a list of all contractors, sub-contractors, suppliers and any other individuals or companies connected with the construction that will need access to Fish Creek Ranch for purposes of construction. Additionally, the Developer or Board of Directors can impose reasonable restrictions upon such construction, such as designating access routes, hours of construction and deliveries, manner of storing construction materials, and other similar restrictions.



**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FISH CREEK RANCH PRESERVE  
AND AMENDMENT TO THE ARTICLES OF INCORPORATION OF  
THE FISH CREEK RANCH PRESERVE HOMEOWNERS ASSOCIATION**

This Fourth Amendment is made to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve, as filed in the real estate records for Albany County, Wyoming, at Book 487, Page 226, on March 4, 1996, amended in the real estate records for Albany County, Wyoming, as Document Number 1997 10948, and further amended in the real estate records for Albany County, Wyoming, as Document 1998 1169, and further amended in the real estate records for Albany County, Wyoming, as Document 2000 2522.

The Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve have been amended by at least a 2/3rds vote of all homestead owners at the Annual Meeting, May 26, 2002 and shall be amended to read as follows:

1. Art. VI, Sec 3. COVENANTS FOR MAINTENANCE ASSESSMENTS,  
MAXIMUM ANNUAL ASSESSMENT.

The Board shall have the authority to increase dues for operating purposes by up to the 5% per year, or the percentage of the Cost of Living Index, whichever is greater, without membership approval. Any increase over that shall require the vote of 51% of the membership.

2. Art. VII, Sec 2. EXTERIOR MAINTENANCE ASSESSMENT, Fire and Safety  
Maintenance.

ADD NEW PARAGRAPH: No fireworks shall be permitted on any Homestead or Common area.

3. Art. VIII, RESTRICTIONS.

ADD PARAGRAPH NO. 24: All above ground tanks shall be screened by native vegetation or approved fencing so as not to be seen from neighboring properties or Common Area Trail.

4. Art. VIII, Sec.15. RESTRICTIONS, CONSTRUCTION.

To ensure security to Fish Creek Ranch Preserve, to ensure that there is no damage to the environment and to promote a high level of construction quality all construction will be subject to oversight by the Board. Prior to commencing construction the owner and the general contractor will meet with the ARB to review the construction guidelines. All sub-contractors will be considered employed by the general contractor.

Fourth Amendment to the Covenants and Restrictions for Fish Creek Ranch Preserve

who will be responsible for their actions. Additionally, the Board can impose reasonable restrictions upon such construction, such as designating access routes, hours of construction and deliveries, manner of storing construction materials, and other similar restrictions.

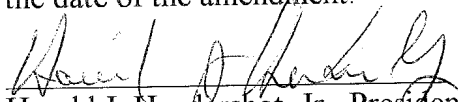
5. Art. IX. TRANSFER OF UNIMPROVED HOMESTEADS.

Add Sec. 6.: All rights available to the Developer under this section shall accrue to the POA after all 14 original Homesteads have been sold. Further, at any time prior to all Homesteads being sold the Developer shall have the right to pass the rights under this section to the POA.

Amendment to Article VIII of the Articles of Incorporation of Fish Creek Ranch Preserve Homeowners Association shall be changed to read as follows:

The affairs of the Association shall be managed by a Board of Directors, of not less than three (3) nor more than six (6) as determined by action of the members at the annual meeting. Each director will serve a three (3) year term with an appropriate number of directors rotating off each year so as to provide for as close as possible an equal number of directors within each successive staggered three-year term. If a director is unable to serve the full term, a replacement will be appointed by the Board to fill out the remaining term.

This Fourth Amendment to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve and the Amendment to Article VIII of the Articles of Incorporation was approved by a vote of more than two-thirds (2/3<sup>rd</sup>) of the property owners of record as of the date of the amendment.

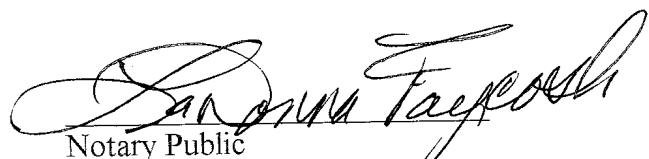
  
Harold J. Hendershot, Jr., President

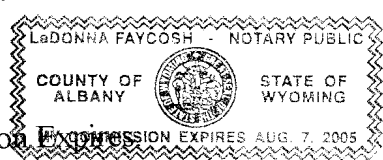
  
William K. Scott, Vice President

State of Wyoming  
County of Albany

The foregoing was acknowledged before me the 12<sup>th</sup> day of June, 2002, by Harold J. Hendershot, Jr. and William K. Scott, duly elected Directors and Officers of the Fish Creek Ranch Preserve.

Witness my hand and official seal.

  
Notary Public



My Commission Expires Aug. 7, 2005

RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS  
THROUGH AMENDMENT FOUR  
FOR FISH CREEK RANCH PRESERVE

This Declaration, originally made the 9<sup>th</sup> of February, 1996 and filed in the real estate records for Albany County, Wyoming at Book 487, Page 226 on March 4, 1996, amended and filed in the real estate records for Albany County, Wyoming as Documented Number 1997-10948, and further amended in the real estate records for Albany County, Wyoming, as Document Number 1998-1169, and further amended in the real estate records of Albany County, Wyoming, as Document number 2000-2522 and further amended in the real estate records of Albany County, Wyoming as Document Number 2002-3963.

The duration of the Declaration of Covenants and Restrictions, as amended, for Fish Creek Ranch Preserve shall be perpetual and shall run with the land.

The headings, titles or sections contained in this Declaration shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any heading, title or section of this Declaration. They are intended for ease of reading, only.

**I. DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" shall mean and refer to FISH CREEK RANCH PRESERVE HOMEOWNER'S ASSOCIATION. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") of the Association make reference.
- B. "Developer" shall mean and refer to WILLIAM L. HUNTLEY and his successors or assigns if any such successor or assign acquires the undeveloped portion of Fish Creek Ranch Preserve from the Developer.
- C. "Fish Creek Ranch Preserve" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.
- D. "Homestead" shall mean and refer to any 35-acre or other parcel in Fish Creek Ranch Preserve together with any and all improvements thereon on which a residential structure could be constructed whether or not one has been constructed.
- E. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Homestead which is a part of the



Property, including contract sellers (but not contract purchasers) and Developer, their heirs, successors, and assignees.

F. "Common Area" shall mean and refer to all real property in which the Association and/or the Developer has an interest within the boundaries of Fish Creek Ranch Preserve including, without limitation, a right of use, for the common use, enjoyment and easement of access of and for the members of the Association. The Developer's personal residence and associated Homestead shall be exempt from the Common Area.

G. "Road" shall mean those improved roadways. "Road" allows the use of motorized vehicles for traversing. "Rd." shall also mean "Road".

H. "Trail" shall mean a roadway that is not improved as to the standard of a Road. "Trail" allows walking, biking, horseback riding, and cross country skiing. "Tr." shall also mean "Trail".

I. "Driveway" shall mean the entry off of the Road to the residence. The driveway shall have a sign which designates the name and address of the Homestead Owner.

## **II. PROPERTY SUBJECT TO DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM**

### **Section 1.**

**Legal Description.** The real property herein referred to as "Property" or "Fish Creek Ranch Preserve" which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Albany County, Wyoming, and comprises all the parcels platted or unplatted, within or upon the property legally described as:

Township 12 North, Range 73 West of the 6th P.M.: SE 1/4 west of the Cherokee Park Road, Sec. 2; SW 1/4 Sec. 2; Sec. 3 as follows: All lying south of the Boulder Ridge Road, except that portion described as follows: Commencing at the NW corner of Section 3, thence South 80 rods to the intersection of the west line of Section 3 with the southern right of way line of the county road known as the Boulder Ridge Road, which is the point of beginning; thence south along the west line of Section 3 to the intersection of said section line with the southern wall of the barn currently standing in Section 3 and partially in Section 4, thence south along said section line a distance of 2,190 feet, more or less, to a railroad tie well set, thence easterly along the existing fence a distance of 621 feet, more or less, thence northerly along the existing fence a distance of 2,190 feet, more or less, to the intersection of said fence

with the southern boundary line of the Boulder Ridge Road, thence northwesterly along said right of way to the point of beginning; All Sec. 9; All Sec. 10; NW 1/4 west of the Cherokee Park Road, W 1/2 SW 1/4 west of the Cherokee Park Road, Sec. 11; All Sec. 15; All Sec. 16; all Sec. 17; W 1/2 W 1/2 west of the Cherokee Park Road Sec. 14; Homesteads 1, 2, 3, 4 Sec. 21.  
Being approximately 4300 acres, more or less.

## Section 2.

The following personal property shall be owned by the Association for the use and benefit of the Association:

'78 Ford Van (VIN # E14HHB63747)  
'89 Lazy T horse trailer  
'86 GMC Dump Truck (VIN# 1GDL7D1GOGV500471)  
Austin Western Grader (VIN 536417192)  
Buffalo Springfield Roller  
850 C Case Dozer (VIN # 7400727)  
1982 Red Thiokol Snowcat  
1976 Orange Spryte Thiokol Snowcat  
410B John Deere Backhoe (VIN T0410B717754)  
Maxey Snow Roller  
'84 Ford 3/4 4x4 Flatbed  
Polaris 4 Wheeler (VIN # 1466995)  
Yamaha Phazer Snowmobile (Serial #84LT-001869)  
Battery Charger/Jump Start  
Sanborn 5 HP Air Compressor  
Chain Saws  
1 - Generator  
Barn Heater  
Acetylene Torch Set up  
Reciprocating Saw  
Circular Saw  
Miscellaneous Hand Tools  
Ford Tractor (Serial # 4013A2)

## Section 3.

**Platting and Subdivision Restrictions.** The Developer may, from time to time, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions, of the Property. No plat or re-plat, however, shall significantly reduce the Common Area. All parcels or Homesteads shall be approximately thirty-five (35) acres, but in no case less than thirty-

five (35) acres. Effective upon the date herein, the Developer or Association shall not, at any time, sell or convey more than fourteen (14) parcels or Homesteads.

### **III. PROPERTY RIGHTS**

#### **Section 1.**

**Owner's Easements of Enjoyment and Access.** Each Owner shall have a perpetual right and easement of enjoyment in and to the Common Area, including a perpetual right and easement of access to the Common Area. Each Owner shall also have a perpetual right and easement of access to individual Homesteads across designated roads, as shown on Exhibit A attached, and defined in Part VIII, Section 22. Said roads cross the Common Area and may cross individual Homesteads, excepting from this, roads that cross individual Homesteads for the specific purpose of reaching that individual dwelling. These easements shall be appurtenant to and shall pass with the title of every Homestead, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration as may be amended from time to time pursuant to Part XII, Section 4, and the Articles of the Association as may be amended from time to time; and
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association.

## **Section 2.**

**Utility Access.** The Association or Developer shall have the right to grant to public utility companies easements across the Property to reach individual Homesteads or private lands adjacent to the Property.

## **Section 3.**

**Well Access.** Each Homestead shall be granted a separate well site 25' X 25', if necessary, with right of way in the Common Area.

## **IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **Section 1.**

**Membership.** Every person or entity who is a record fee simple owner of a Homestead, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Homestead which is subject to assessment.

### **Section 2.**

**Classes and voting.** The Association shall have such classes of membership, which classes shall have voting rights, as are set forth in the Articles of Incorporation of the Association.

## **V. ASSOCIATION FUNCTIONS**

### **Section 1.**

**Association Functions.** The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, but not limited to, furnishings and equipment). The Association shall keep the Common Area and improvements in good, clean, attractive and sanitary condition, order and repair, subject, however, to the Owners obligations. The Association shall maintain, in a proper, first class manner, the natural vegetation in the Common Area, including, but not limited to, preserving good visual continuity.

### **Section 2.**

**Association Obligations.** Any specification of duties or obligations under these Covenants to a particular portion of the Common Area shall not be construed to limit the Association's duties with respect to other portions of the Common Area.

### Section 3.

**Association Management.** Notwithstanding the previous sections, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services. The Association shall manage, control and maintain the Common Area, including dams and ditches, and shall maintain and clear existing access roads within the interior perimeter of the lands subject to this declaration. The Association shall maintain the existing Property boundary fences.

### Section 4.

**Future Development.** The Association may, with a two-thirds (2/3) membership vote, acquire adjacent properties for development or acquire developed lands property subject to the restrictions in these Declarations. Such acquisitions must include additional Common Areas sufficient in size, accessibility and quality, as determined by a two-thirds (2/3) membership vote, so as not to impose an undue burden of the existing Common Area. Such acquisitions must be subject to the same Declarations, Covenants and Restrictions imposed on the original Homestead Lot owners and Common Area.

### Section 5.

**Rules and Regulations.** The Association may make reasonable rules and regulations governing the use of the Homesteads and of the Common Area, with a two-thirds (2/3) membership vote, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take litigative action against any Owner to enforce compliance with such rules, regulations or other obligation or to obtain damages for non-compliance. Such damages shall include payment of the Association's attorney fees.

## VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

### Section 1.

**Creation of the Lien and Personal Obligation of Assessments.** The Developer, for each Homestead owned by it within Fish Creek Ranch Preserve, hereby covenants and each Owner of any Homestead (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments together with the interest thereon from the

due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Homestead(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or by Abandonment.

## **Section 2.**

**Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents, or wildlife welfare, in Fish Creek Ranch Preserve and in particular for the improvement and maintenance of the Common Area, road and trail maintenance, and of any easement in favor of the Association, including but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

## **Section 3.**

**Maximum Annual Assessment.** The Board shall have the authority to increase dues for operating purposes by up to 5% per year, or the percentage of the Cost of Living Index, whichever is greater, without membership approval. Any increase over that shall require the vote of 51% of the membership.

## **Section 4.**

**Uniform Rate of Assessment.** All regular and special assessments of Homesteads shall be at a uniform rate for each Homestead in Fish Creek Ranch Preserve.

## **Section 5.**

**Special Assessments for Capital Improvements and Major Repairs.** In addition to any annual assessments, the Association may levy, in any assessment year, a special assessment. The special assessment shall be applicable to that year only. The purpose of the special assessment is to defray, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including, but not limited to the necessary fixture and personal property related thereto, or for the welfare of the wildlife, or for the improvement of a memorial park. A special assessment must have the assent of two-thirds (2/3) of the members who are voting in person by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Notwithstanding the voting rights set forth in the Articles of Incorporation, the Developer shall not make any

special assessments until at least two-thirds (2/3) of the voting membership is other than the Developer.

#### **Section 6.**

**Date of Commencement of Annual Assessments: Due Date.** All special assessments shall commence on January 1 in the year following the assessment. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly installments, as decided by the Board of Directors of the Association

#### **Section 7.**

**Fines Assessed.** Any fine assessed by the Association against a Homestead Owner and/or Homestead Owner's guest(s) under paragraphs 13, 16 and 22(a) of Article VIII. Restrictions, shall become a lien on the Homestead, in favor of the Association. Upon payment of the fine(s), in full, the Association shall remove the lien.

#### **Section 8.**

**Duties of the Board of Directors.** The Board of Directors of the Association shall fix the date of commencement, and the amount of, the assessment against each Homestead for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Homesteads and assessments applicable thereto which shall be kept in the office of the Association and shall be open to the inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of Commencement thereof. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### **Section 9.**

**Effect of Non-Payment of Assessment: The Lien, The Personal Obligation, Remedies of Association.**

(a) With respect to any Association assessment, the Board of Directors of the Association shall establish a delinquency date. If the Owner does not pay the assessment within thirty (30) days of the delinquency date, the assessment include interest from the delinquency date at the rate of eighteen percent (18%) per annum.

(b) If an Owner fails to pay an assessment, the Association shall place a lien on the Homestead. All Association liens shall be effective from the date the Association files such liens in the real estate records for Albany County, Wyoming. All filed liens shall

describe the Homestead encumbered, the Owner's name, the amount of the assessment and the date when the assessment is due. Association liens shall only be for those assessments that are due and payable as of the date the Association records the lien, including interest as provided above. An officer or agent of the Association shall sign and verify all liens. The Association shall promptly release all liens upon full payment of all assessments secured by such liens.

(c) If an Owner fails to pay any assessment, the Association may, any time after that, bring an action to foreclose on the lien against the Homestead(s). Such foreclosure shall be similar to foreclosing on a real property mortgage and/or suing the Owner(s) on a theory of personal obligation. Besides the assessed amount, the Owner(s) shall be liable for all costs of preparing and filing the complaint in such action, including actual attorneys' fees, all interest on the assessment as above provided and all costs of the action.

#### **Section 10.**

**Subordination to Lien of Mortgages.** The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a Federal or State chartered bank, life insurance company, Federal or State savings and loan association or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Homestead pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall relieve any Homestead from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

#### **Section 11.**

**Exempt Property.** The Board of Directors shall have the right to exempt any Property subject to this Declaration from assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and
- B. All Common Area as defined in Article I hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling or related use shall be exempt from assessments, charges or liens.

### **VII. EXTERIOR MAINTENANCE ASSESSMENT**

#### **Section 1.**



**Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association may provide upon any Homestead requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the Fish Creek Ranch Preserve, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup and/or maintenance.

## **Section 2.**

**Fire and Safety Maintenance.** Each Homestead shall maintain an area 50 feet on all sides of dwellings and other structures clear of weeds, dead brush and debris. No open fires shall be permitted unless in an established fire/barbecue pit or containment area approved by the ARB. The Association shall be permitted to construct fire areas for associated picnic areas in the Common Area.

No fireworks shall be permitted on any Homestead or Common area.

## **Section 3.**

**Assessment of Costs.** The Association, after providing all Homestead owners notification of potential assessment, must assess the affected Homesteads the cost of any maintenance the Association performs. The Board must apportion any assessment among the Homesteads owners involved. Homestead owners shall not consider exterior maintenance assessments as part of the annual or special assessments. Any exterior maintenance assessments shall be considered a lien on the Homestead and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove. Notice shall be given by the Association to any lien holder prior to any such work.

## **Section 4.**

**Access at Reasonable Hours.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Homestead or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

## **VIII. RESTRICTIONS**

**Other restrictions in addition to those defined below are incorporated into the Architectural Planning Criteria attached hereto and made a part of this Declaration.**

### **Section 1.**

**Residential Use.** Only four related adults may reside in each Homestead. Additional adults (21 years old) may be approved by the Board of Directors subject to additional monthly dues. All Property subject to these Covenants and Restrictions shall be used for residential living units. No business or commercial building may be erected upon any Homestead. Outbuildings such as storage sheds and barns shall not be considered business or commercial buildings, but shall be considered appurtenant to the residential living unit. If an Owner chooses to build a guest house, such guest house shall be no more than 50% of the size of the main dwelling. All residential living units, including appurtenant structures, are subject to the review and approval of the Architectural Review Board (ARB).

### **Section 2.**

**No Temporary Buildings.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Homestead without the written consent of the Developer or the Board of Directors of the Association. Temporary contractor facilities shall be permitted during the construction of any residential dwelling so long as they are removed immediately upon completion. There is a one year limit for temporary contractor facilities.

### **Section 3.**

**Antennae.** No aerial or antennae than shall be placed or erected upon any Homestead, or affixed in any manner to the exterior of any building in Fish Creek Ranch Preserve, other than those approved by the ARB.

### **Section 4.**

**Storage and Repair of Motor Vehicles.** Large trucks, large recreation vehicles or other large motor vehicles which are placed, parked or stored upon any Homestead shall be screened from public view. No maintenance or repair may be performed upon any motor vehicle upon any Homestead except where screened from public view. This section shall not apply to service vehicles, maintenance vehicles, construction equipment or construction vehicles during service calls, maintenance or construction periods. All cars and trucks kept on the Homestead shall be street legal and must be currently licensed and registered for operation. Show vehicles and/or antique vehicles shall be exempt from the requirement of being currently licensed and registered for operation. Any collection of autos, equipment, motor cycles, etc. Must be inside an approved building.

### **Section 5.**

**Trees.** No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down, destroyed or removed from a Homestead unless required in the immediate area of the residential dwelling during construction or unless the Association determines the trees are diseased. Diseased trees shall be required to be removed within thirty (30) days of the determination of the disease to prevent the spread of disease. Notwithstanding this paragraph, Owners may nevertheless remove trees that are not in the immediate area of the residential dwelling during construction or are not diseased if they have the approval of the Architectural Review Board (ARB).

#### **Section 6.**

**Artificial Vegetation.** No artificial grass, plants or other vegetation shall be placed or maintained upon the exterior portion of any Homestead more than twenty-five feet (25') from the exterior of the home.

#### **Section 7.**

**Clothes Drying Area.** No portion of any Homestead shall be used as a drying or hanging area for laundry of any kind, except where it is not visible to public view.

#### **Section 8.**

**Feeding of Wildlife.** The cost of any and all feeding of any wildlife species shall be borne solely by the Homestead owner choosing to feed the wildlife.

#### **Section 9.**

**Nuisances.** Nothing shall be done, or maintained on any Homestead which may be or may become an annoyance or nuisance to the Property. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

#### **Section 10.**

**Signs.** No sign of any kind shall be displayed to the public view on any Homestead, except sign setting forth Owner's name and address.

#### **Section 11.**

**Brush/Refuse.** No non-native underbrush or other unsightly growths shall be permitted to grow or remain upon any Homestead. No refuse pile or unsightly objects shall be

allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Homestead mowed, and free of non-native underbrush or refuse piles or other unsightly growths or objects, the Association may enter upon said Homestead and remove the same, or maintain the Homestead, at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in a trash bin approved by the ARB as defined in part 8 of the Architectural Planning Criteria, and designed so that they shall not be visible from adjoining Homesteads or public areas and are not accessible by wildlife.

## **Section 12.**

**Fences.** No chainlink fences shall be erected or permitted on any Homestead, except for use as dog kennels and shall not exceed 12 feet by 20 feet in size. Such dog kennel shall be erected out of public view. All other fences shall be by approval of ARB.

## **Section 13.**

**Pets/Livestock.** No Homestead owner shall be permitted to keep more than two (2) dogs and two (2) cats. Pets must be confined to a fenced in area on the Homestead and not allowed to run free. When pets are accompanied by their owner(s) in the Common Area, the pets must be on a leash. All pets must be under control at all times, for the protection of wildlife, homeowners and their guests. Any pet that at any time harasses, chases or harms wildlife, other pets, homeowners or their guests, in the opinion of the Board of Directors, shall be deemed a nuisance and the pet's owner shall be fined \$250 dollars for the first offense, \$1,000 for the second offense, and the pet shall be removed permanently from the property on the third offense. No Homestead owner shall be permitted to keep more than four (4) horses. Approved barnyard animals must be confined to approved facilities. All other animals, which are compatible with the Fish Creek Ranch Preserve, must be approved by the Board of Directors.

## **Section 14.**

**Homestead Setbacks, Homestead Coverage and Maximum Building Heights.** The following provisions regarding required minimum Homestead setbacks, maximum Homestead coverage and maximum building heights shall apply to the Homesteads of Fish Creek Ranch Preserve:

Front Yard Setbacks	150'
Rear Yard Setbacks	150'
Side Yard Setbacks	150'
Maximum Building Height	35' above Average Ground Level or 40' above Average Ground Level when necessary for roof design

Minimum Building Floor Area (livable enclosed floor area)	2000 square feet
Minimum Garage Floor Area (two car garage on all Homesteads)	400 square feet

**Section 15.**

**Building Type.** No pre-fabricated, modular, or manufactured housing shall be placed or erected upon any Homestead. All homes must be of log construction with rock accent or frame with wood siding with rock accent. Any garages, barns or other outbuildings shall be of log or frame with wood siding construction. All residential buildings shall meet Uniform Building Code standards and must be approved by A.R.B.

To ensure security to Fish Creek Ranch Preserve, to ensure that there is no damage to the environment and to promote a high level of construction quality, all construction will be subject to oversight by the Board. Prior to commencing construction the owner and the general contractor will meet with the ARB to review the construction guidelines. All sub-contractors will be considered employed by the general contractor who will be responsible for their actions. Additionally, the Board can impose reasonable restrictions upon such construction, such as designating access routes, hours of construction and deliveries, manner of storing construction materials, and other similar restrictions.

**Section 16.**

**Hunting/Taking.** No "taking" (as defined in Title 23 of the Wyoming State Statutes, as amended, in effect on the date of this Declaration or as hereafter amended) of big game, trophy game, small game, game birds and predators shall be permitted on any Homestead or on Fish Creek Ranch Preserve. Predator and nuisance animal control shall be by Developer or employee of Association, only. There will be an assessment of a \$10,000 penalty to Owner for violations committed by the homeowner or guest. Hunting may be done on adjoining National Forest lands. Game, taken lawfully by license on adjoining National Forest lands, may be transported to Homestead across Fish Creek Ranch Preserve. Owner shall give manager of Association a minimum of one day notice, in advance, if Owner intends to hunt on lands adjoining Fish Creek Ranch Preserve. If mountain lions become a nuisance AND a threat to human life, removal of the problem animal by the Wyoming Game and Fish Department, or a successor agency, shall be permitted. Removal of nuisance animals shall only include mountain lions. The Preserve shall protect all other wildlife species, which include, but is not limited to, bears, deer, elk, antelope, turkeys, squirrels, beavers, etc.

A. Owners and/or guests are prohibited from target shooting or firing of any firearms on the property. The Developer or Association employees may use firearms to remove predators.

**Section 17.**

**Hazardous Waste.** No Owner shall place or cause to be placed on the Property any hazardous waste as defined by the United States Environmental Protection Agency or the Wyoming Department of Environmental Quality.

**Section 18.**

**Water/Septic.** All residential dwellings shall be connected to a private well and septic system that meets current County and State standards.

**Section 19.**

**Mining.** No excavation or mining shall be permitted on the Property except in the normal course of residential construction. Ponds may be excavated so long as Owner has obtained the proper permits from the Wyoming State Engineer's Office, where required.

**Section 20.**

**Sporting Activities.** No commercial outfitting, fishing, pack trips, or other recreational guide service shall be permitted.

**Section 21.**

**Guests.** Any Owner whose guest(s) will be staying more than one (1) week must register the guest(s) with the Association. If any Owner will have over six (6) guests at any one time, the Owner shall notify the Association, which shall maintain a guest log book at all times. Any guest that will be using or accessing the Common Area while not accompanied by the Owner shall register with the Association, prior to accessing the Common Area. The sole purpose of this provision is to ensure the security of the Property and enable the Association better control of unauthorized access to the Property.

**Section 22.**

**Roads and Trails.** The Association shall place signs on roads and trails located on the Property. Those travelways with a name followed by "Road" shall be open to motorized vehicles. Those travelways with a name followed by "Trail" are not open to motorized vehicles, except for maintenance purposes by employee of the Association or developer. Motorized access, in addition to roads on individual Homesteads for the purpose of accessing that individual Homestead and until changed by method of Association rules and regulations, shall be allowed on the following roads that are on the Property, as named and on file with the Albany County Planning Office, and shown on Exhibit A attached hereto: Deer Crossing Road, which begins at Albany County Road #31, then proceeds west to the west line of Section 17 and accesses the 6 Homesteads located in Section 17; Elk Crossing Road which runs north and south through Sections 3, 10, and 15

that accesses the 7 Homesteads in the eastern part of the Property; Elk Ridge Road located in Sections 16 and 21; Fish Creek Road located at the eastern end of Fish Creek as it proceeds west from Albany County Road #31 for 1 1/4 mile; Beaver Creek Road south from Deer Crossing Road for 1/4 mile; Antelope Springs Road from Albany County Road 31, west to the intersection with Elk Ridge Road. All roads are presently and shall remain on lands owned by the Developer and/or Association, thereby, by rules herein, each Homestead purchased shall have an actual ownership interest in said roads, thereby securing access to Homesteads in perpetuity.

**A) Service access, exceptions, enforcement:**

Service vehicles shall be allowed to access all roads. At reasonable hours during daylight hours, Owners shall be allowed to travel the roads and trails for the purpose of touring guests, after notifying the Association and obtaining approval from Manager. Association or Manager shall not restrict the touring of guests unless the privilege begins to be abused. All motorized vehicles are restricted to 15 mph on Fish Creek Ranch Preserve. ATV's are required to stay on marked roads. Snowmobiles shall be limited to trails marked by the Association to limit conflict between snowmobiles and cross country skiers. Any violation by Owner or guest shall result in the Owner being fined \$250 dollars for the first offense, \$1,000 for the second offense, and \$2,500 every offense thereafter.

**Section 23.**

**Fishing Limit.** The fishing limit for fish taken from waterways within the boundaries of Fish Creek Ranch Preserve shall not exceed six (6) in a two (2) day period by any combination of Owner and/or guest(s). No fish less than eight (8) inches in length shall be kept as part of the restricted fishing limit; provided, however, any fish less than eight (8) inches in length which has been caught has not been injured in such a manner that it would not survive upon releasing the fish back into the waterway. Any injured fish, less than eight (8) inches in length, kept and not released back in the waterway, shall be included in the fishing limit.

**Section 24.**

All above ground tanks shall be screened by native vegetation or approved fencing so as not to be seen from neighboring properties or Common Area Trail.

**IX. TRANSFER OF UNIMPROVED HOMESTEADS**

**Section 1.**

**Developer's Right of First Refusal.** All Owners who wish to transfer unimproved Homesteads, or interests therein, upon which a single-family residence has not been

constructed (and a certificate of occupancy issued therefore) must first offer to sell such Homestead or interest to the Developer. Developer has fifteen (15) days, from the date the Owner offers to sell such Homestead ("Notification Date"), to exercise his right to purchase it. If the Developer chooses to exercise his right to purchase the Homestead, Developer must execute a written Agreement to Purchase the Homestead within thirty (30) days from the Notification date. If the Developer, within fifteen (15) days, waives, in writing, his rights to purchase said Homestead, the Owner may transfer said Homestead or interests therein to third parties. The Developer's right of first refusal shall not apply to transfers to family members or transfers that occur at death.

## **Section 2.**

**Notice to Developer.** Any Owner(s) intending to make a bona fide sale of his unimproved Homestead or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right to first refusal. If Developer elects to exercise its right of first refusal, Developer shall deliver to the Owner an agreement to purchase the Homestead upon the following terms:

- A. The price to be paid, and the terms of payment, shall be stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase.

If developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days of receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

## **Section 3.**

**Certificate of Waiver.** If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's Waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in Public Records of Albany County, Wyoming. Failure of purchase within 90 days thereafter shall void waiver.

## **Section 4.**

**Unauthorized Transactions.** Any sale of a Homestead, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer



and waiver of Developer's right of first refusal as aforesaid, shall be void, and penalties may be assessed at the option of Developer.

#### **Section 5.**

**Exceptions.** This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Homestead concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article IX require the waiver by Developer as to any transfer of title to a Homestead at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

#### **Section 6.**

All rights available to the Developer under this section shall accrue to the POA after all 14 original Homesteads have been sold. Further, at any time prior to all Homesteads being sold, the Developer shall have the right to pass the rights under this section to the POA.

### **X. INSURANCE**

#### **Section 1.**

**Comprehensive General Liability and Property Damage Insurance.** Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the Board may determine. The policy or policies shall name as insured the Association. The policy or policies shall insure against loss arising from perils in the Common Areas and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

#### **Section 2.**

**Fire and Hazard Insurance.** Fire and other hazard insurance shall be purchased by the Board on behalf of the Association as required or appropriate for improvements on Common Area premises.

#### **Section 3.**

**Owner's Personal Liability and Property Insurance.** An Owner shall carry such fire, casualty and personal liability insurance, as he may desire, including specifically casualty and hazard insurance for improvements constructed on his Homestead.

**Section 4.**

**Other Insurance.** The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same is required by law respecting employees of the Association.

**Section 5.**

**Proceeds.** The Board shall receive the proceeds of any if its casualty insurance payments received on policies the Association obtains and maintains pursuant to this Article. If there is loss or damage, the Association shall use its insurance proceeds as soon as possible to rebuild, repair or otherwise reinstate the same property in a good and substantial manner according to the original plan and elevation thereof, or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

**XI. ROAD MAINTENANCE AGREEMENT**

Per Part V, Section 1, the Association shall be responsible for maintaining all main access roads and trails. Assessment costs shall be pursuant to Part VI, Section 2.

**XII. GENERAL PROVISIONS**

**Section 1.**

**Duration and Remedies for Violation.** The Covenants and Restrictions of this Declaration shall, beginning with the date originally filed, run perpetually with and perpetually bind the Property, and shall perpetually inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of

the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement. Violation or breach of any condition, covenant or restriction herein contained shall give to Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violations or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property. Expenses of litigation shall include actual attorney's fees incurred by Developer and/or the Association in seeking enforcement.

## **Section 2.**

**Notices.** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

## **Section 3.**

**Severability.** Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. Any acts of Owner directly related to the invalidation of any one of these Covenants and Restrictions shall not be permitted for a period of one (1) year from the date of the judgment which rendered the invalidation. If there is an invalidation of any one of these Covenants and Restrictions by judgment or court order, it shall be rewritten to validly enforce the original intent of the Developer and made an effective amendment to these Covenants and Restrictions. Therefore, the amendment made as a result of an invalidation shall deem the original acts of the Owner a violation of these Covenants and Restrictions.

## **Section 4.**

**Amendment.** Except as otherwise provided in this Section, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership. provided that so long as Developer is the Owner of three or more Homesteads, no amendment will be effective without Developer's express written joinder and consent. Excluding any amendment which may be judicially required, Developer reserves veto power of the two-thirds (2/3) of the voting interests of the membership vote to amend, if in the Developer's reasonable opinion, a proposed amendment does not enforce the original intent of the Covenants and Restrictions. Part II, Section 3, Platting and Subdivision Restrictions, cannot be amended to ever allow the Developer or Association to sell or convey more than fourteen (14), 35 acre Homesteads. Part III, Section 1 cannot be amended to ever allow the removal of the Homeowners perpetual right and easement. Part VII, Section 16, Hunting, cannot be amended to ever

allow any additional taking, of any kind, other than what is expressly permitted as of the date of this Declaration.

**Section 5.**

**Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 6.**

**Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Albany County, Wyoming.

**Section 7.**

**Ranch Manager's House.** The Developer shall have exclusive right and control of the existing ranch manager's house until such time as two-thirds (2/3) of the homesteads are sold. After the sale of two-thirds (2/3) of the homesteads, the house shall then be used for the sole purpose of the ranch manager's/caretaker's residence. The liability to the Developer for his exclusive right and control of the ranch manager's house shall be the cost of utilities. At such time as the house becomes the ranch manager's/caretaker's residence, the Association shall assume the liability for the utility charges.

**Section 8.**

**Memorial Park.** A one (1) acre parcel of land, as determined by the Association, shall be set aside from the Common Area as a memorial park. The memorial park shall be used as a place for personal reflection and as a place where current and past members of the association and their family may have their ashes scattered should they elect cremation. Past members of the association shall be limited in their use of the memorial park to once a year. Any improvements to the memorial park shall be made through assessments as outlined in Article VI. COVENANTS FOR MAINTENANCE ASSESSMENTS.

**Section 9.**

**Mineral Rights.** The developer intends for the Fish Creek Ranch Preserve to be free of mineral exploration and development, including oil and gas development. Therefore, these declared covenants and restriction expressly prohibit the exploration and/or development of minerals, including oil and gas, on any Homestead or the Common Area.

This Fourth Amendment to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve and the Amendment to Article VIII of the Articles of Incorporation was approved by a vote of more than two-thirds (2/3) of the property owners of record as of the date of the amendment.

This Restatement represents the first four amendments to the Declaration of Covenants and Restrictions for Fish Creek Ranch Preserve is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002 and is intended solely for ease of use and readability only. The original documents take precedent over this restatement.

Fish Creek Ranch Preserve  
Board of Directors

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Harold J. Hendershot Jr.

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William K. Scott

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Helen P. Owens

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FIRST AMENDED TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FISH CREEK RANCH PRESERVE  
EXHIBIT A

DEER CROSSING ROAD

"A strip of land 60 feet wide situated in Sections 17, 16, 15, and 14 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point on the west line of said section which bears S 03° 22' 32" E, 761.52 feet from the section corner common to Sections 7, 8, 17, and 18.  
THENCE N 82° 22' 11" E, 105.75 feet along the existing road;  
THENCE N 86° 37' 24" E, 226.13 feet along the existing road;  
THENCE S 60° 24' 43" E, 245.70 feet along the existing road;  
THENCE S 46° 06' 54" E, 274.44 feet along the existing road;  
THENCE S 56° 22' 54" E, 69.53 feet along the existing road;  
THENCE S 52° 04' 43" E, 92.44 feet along the existing road;  
THENCE S 20° 26' 54" E, 86.25 feet along the existing road;  
THENCE S 34° 31' 54" E, 86.52 feet along the existing road;  
THENCE S 14° 49' 59" E, 108.00 feet along the existing road;  
THENCE S 35° 03' 48" E, 44.94 feet along the existing road;  
THENCE S 53° 50' 17" E, 110.75 feet along the existing road;  
THENCE S 46° 25' 34" E, 164.23 feet along the existing road;  
THENCE S 79° 33' 00" E, 90.79 feet along the existing road;  
THENCE S 64° 02' 36" E, 152.02 feet along the existing road;  
THENCE S 85° 52' 31" E, 92.03 feet along the existing road;  
THENCE S 76° 57' 44" E, 119.29 feet along the existing road;  
THENCE S 76° 54' 03" E, 284.77 feet along the existing road;  
THENCE S 67° 39' 33" E, 104.12 feet along the existing road;  
THENCE S 56° 49' 44" E, 180.96 feet along the existing road;  
THENCE S 88° 15' 02" E, 89.10 feet along the existing road;  
THENCE N 86° 58' 29" E, 326.00 feet along the existing road;  
THENCE S 64° 53' 51" E, 189.78 feet along the existing road;  
THENCE S 28° 48' 52" E, 443.81 feet along the existing road;  
THENCE S 13° 59' 40" E, 305.55 feet along the existing road;  
THENCE S 23° 37' 08" E, 247.58 feet along the existing road;  
THENCE S 34° 51' 59" E, 147.55 feet along the existing road;  
THENCE S 61° 21' 55" E, 86.30 feet along the existing road;  
THENCE S 53° 22' 11" E, 78.89 feet along the existing road;  
THENCE S 70° 58' 12" E, 84.34 feet along the existing road;  
THENCE S 75° 04' 19" E, 43.47 feet along the existing road;

THENCE S 75° 40' 41" E, 67.15 feet along the existing road;  
THENCE S 74° 34' 59" E, 223.55 feet along the existing road;  
THENCE S 68° 10' 45" E, 164.05 feet along the existing road;  
THENCE S 65° 30' 22" E, 164.09 feet along the existing road;  
THENCE S 64° 43' 57" E, 160.57 feet along the existing road;  
THENCE S 63° 56' 50" E, 159.06 feet along the existing road;  
THENCE S 65° 45' 47" E, 62.31 feet along the existing road;  
THENCE S 70° 29' 06" E, 162.22 feet along the existing road;  
THENCE S 66° 57' 24" E, 88.75 feet along the existing road;  
THENCE S 52° 22' 31" E, 72.88 feet along the existing road;  
THENCE S 56° 24' 15" E, 87.72 feet along the existing road;  
THENCE S 55° 34' 03" E, 201.42 feet along the existing road;  
THENCE S 62° 19' 39" E, 74.74 feet along the existing road;  
THENCE S 53° 28' 51" E, 88.84 feet along the existing road;  
THENCE S 65° 28' 01" E, 68.73 feet along the existing road;  
THENCE S 77° 00' 21" E, 95.08 feet along the existing road;  
THENCE S 55° 50' 03" E, 67.79 feet along the existing road;  
THENCE S 55° 30' 47" E, 121.07 feet along the existing road;  
THENCE S 54° 14' 56" E, 100.48 feet along the existing road;  
THENCE S 53° 43' 04" E, 90.46 feet along the existing road;  
THENCE S 67° 31' 44" E, 31.13 feet along the existing road;  
THENCE S 71° 23' 12" E, 136.19 feet along the existing road;  
THENCE S 72° 05' 32" E, 116.88 feet along the existing road;  
THENCE N 89° 49' 14" E, 92.54 feet along the existing road;  
THENCE N 74° 41' 07" E, 150.65 feet along the existing road;  
THENCE N 60° 07' 36" E, 487.75 feet along the existing road;  
THENCE N 61° 39' 38" E, 195.56 feet along the existing road;  
THENCE N 88° 57' 43" E, 332.88 feet along the existing road;  
THENCE N 67° 39' 10" E, 328.89 feet along the existing road;  
THENCE N 56° 30' 09" E, 197.23 feet along the existing road;  
THENCE N 71° 32' 11" E, 209.44 feet along the existing road;  
THENCE S 89° 53' 10" E, 141.03 feet along the existing road;  
THENCE S 82° 05' 49" E, 177.82 feet along the existing road;  
THENCE N 68° 24' 54" E, 423.78 feet along the existing road;  
THENCE S 88° 36' 34" E, 149.59 feet along the existing road;  
THENCE N 38° 46' 39" E, 153.50 feet along the existing road;  
THENCE N 40° 13' 25" E, 271.15 feet along the existing road;  
THENCE N 81° 41' 37" E, 271.47 feet along the existing road;  
THENCE S 54° 55' 10" E, 168.13 feet along the existing road;  
THENCE N 72° 00' 24" E, 299.83 feet along the existing road;  
THENCE S 88° 01' 29" E, 224.55 feet along the existing road;

THENCE S 65° 10' 00" E, 140.00 feet along the existing road;  
THENCE N 58° 43' 53" E, 842.55 feet along the existing road;  
THENCE S 82° 20' 10" E, 350.00 feet along the existing road;  
THENCE N 70° 00' 00" E, 200.00 feet along the existing road;  
THENCE S 81° 50' 26" E, 400.00 feet along the existing road;  
THENCE N 29° 45' 20" E, 150.00 feet along the existing road;  
THENCE N 47° 20' 10" E, 300.00 feet along the existing road;  
THENCE N 80° 40' 00" E, 210.00 feet along the existing road;  
THENCE N 69° 10' 15" E, 536.20 feet along the existing road;  
THENCE N 89° 45' 15" E, 342.12 feet along the existing road;  
THENCE N 82° 15' 30" E, 532.10 feet along the existing road;  
THENCE S 73° 16' 30" E, 312.45 feet along the existing road;  
THENCE N 74° 42' 00" E, 445.50 feet along the existing road;  
THENCE S 75° 10' 00" E, 320.22 feet along the existing road;  
THENCE S 66° 11' 13" E, 162.20 feet along the existing road;  
THENCE S 80° 36' 24" E, 221.50 feet along the existing road;  
THENCE N 45° 38' 22" E, 63.16 feet along the existing road;  
THENCE N 39° 18' 39" E, 111.23 feet along the existing road;  
THENCE N 34° 00' 08" W, 219.12 feet along the existing road;  
THENCE N 20° 14' 14" W, 183.50 feet along the existing road;  
THENCE N 61° 47' 44" E, 1372.29 feet along the existing road;  
THENCE N 56° 33' 04" E, 414.95 feet along the existing road;  
THENCE N 40° 51' 11" E, 308.02 feet along the existing road;  
THENCE N 53° 25' 35" E, 126.81 feet along the existing road;  
THENCE N 72° 34' 18" E, 139.13 feet along the existing road to the westerly  
right of way of the County Cherokee Park Road;

The bearings are referenced to a Solar Observation."

#### ELK CROSSING ROAD

"A strip of land 60 feet wide situated in sections 3, 10, and 15 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point on the South line of said section 15 which bears S 89° 40' 28" W. 106.34 feet from the section corner common to sections 14, 15, 22, and 238.

THENCE N 26° 43' 58" W, 81.07 feet along the existing road;  
THENCE N 37° 17' 37" W, 60.90 feet along the existing road;



THENCE N 44° 38' 33" W, 88.83 feet along the existing road;  
THENCE N 35° 35' 57" W, 60.24 feet along the existing road;  
THENCE N 21° 31' 03" W, 250.47 feet along the existing road;  
THENCE N 36° 47' 33" W, 152.72 feet along the existing road;  
THENCE N 03° 14' 48" W, 130.51 feet along the existing road;  
THENCE N 05° 49' 26" W, 65.96 feet along the existing road;  
THENCE N 16° 56' 05" W, 63.97 feet along the existing road;  
THENCE N 22° 27' 28" W, 178.14 feet along the existing road;  
THENCE N 17° 38' 44" W, 241.14 feet along the existing road;  
THENCE N 13° 25' 53" W, 57.55 feet along the existing road;  
THENCE N 01° 23' 33" W, 68.14 feet along the existing road;  
THENCE N 14° 19' 24" E, 212.58 feet along the existing road;  
THENCE N 11° 21' 34" E, 147.96 feet along the existing road;  
THENCE N 0° 00' 48" E, 260.61 feet along the existing road;  
THENCE N 07° 11' 21" W, 110.44 feet along the existing road;  
THENCE N 11° 42' 52" W, 123.32 feet along the existing road;  
THENCE N 06° 27' 18" W, 310.11 feet along the existing road;  
THENCE N 10° 03' 47" W, 49.94 feet along the existing road;  
THENCE N 17° 32' 25" W, 47.91 feet along the existing road;  
THENCE N 27° 42' 35" W, 62.24 feet along the existing road;  
THENCE N 24° 59' 30" W, 72.87 feet along the existing road;  
THENCE N 16° 15' 10" W, 154.64 feet along the existing road;  
THENCE N 16° 10' 08" W, 98.29 feet along the existing road;  
THENCE N 15° 17' 53" W, 336.04 feet along the existing road;  
THENCE N 26° 12' 38" W, 103.33 feet along the existing road;  
THENCE N 40° 13' 11" W, 144.91 feet along the existing road;  
THENCE N 40° 36' 32" W, 58.76 feet along the existing road;  
THENCE N 39° 18' 39" W, 111.33 feet along the existing road;  
THENCE N 34° 00' 08" W, 219.12 feet along the existing road;  
THENCE N 22° 54' 38" W, 277.99 feet along the existing road;  
THENCE N 00° 29' 42" E, 125.79 feet along the existing road;  
THENCE N 25° 45' 06" E, 105.35 feet along the existing road;  
THENCE N 06° 12' 19" E, 92.73 feet along the existing road;  
THENCE N 54° 47' 48" W, 263.88 feet along the existing road;  
THENCE N 69° 00' 34" W, 95.44 feet along the existing road;  
THENCE N 78° 57' 48" W, 97.45 feet along the existing road;  
THENCE N 79° 05' 01" W, 98.09 feet along the existing road;  
THENCE N 60° 48' 21" W, 58.95 feet along the existing road;  
THENCE N 22° 06' 55" W, 307.35 feet along the existing road;  
THENCE N 22° 30' 33" W, 107.62 feet along the existing road;  
THENCE N 06° 09' 26" W, 70.58 feet along the existing road;

THENCE N 08° 12' 45" E, 122.72 feet along the existing road;  
THENCE N 05° 07' 40" W, 290.01 feet along the existing road;  
THENCE N 13° 06' 26" W, 149.00 feet along the existing road;  
THENCE N 13° 07' 58" W, 128.60 feet along the existing road;  
THENCE N 01° 13' 17" W, 152.46 feet along the existing road;  
THENCE N 06° 32' 19" W, 274.70 feet along the existing road;  
THENCE N 21° 54' 46" W, 169.05 feet along the existing road;  
THENCE N 08° 39' 22" W, 119.40 feet along the existing road;  
THENCE N 05° 42' 20" W, 195.34 feet along the existing road;  
THENCE N 04° 54' 08" W, 63.54 feet along the existing road;  
THENCE N 48° 11' 54" W, 200.00 feet along the existing road;  
THENCE N 38° 24' 30" W, 70.47 feet along the existing road;  
THENCE N 19° 57' 17" W, 48.17 feet along the existing road;  
THENCE N 06° 59' 30" E, 197.00 feet along the existing road;  
THENCE N 65° 53' 52" W, 98.34 feet along the existing road;  
THENCE N 44° 15' 53" W, 331.66 feet along the existing road;  
THENCE N 13° 01' 13" W, 92.54 feet along the existing road;  
THENCE N 74° 41' 07" E, 60.05 feet along the existing road;  
THENCE N 12° 38' 44" E, 385.30 feet along the existing road;  
THENCE N 05° 48' 44" E, 169.35 feet along the existing road;  
THENCE N 41° 38' 06" W, 35.29 feet along the existing road;  
THENCE N 31° 47' 10" W, 95.83 feet along the existing road;  
THENCE N 02° 04' 48" E, 142.99 feet along the existing road;  
THENCE N 10° 05' 29" W, 186.28 feet along the existing road;  
THENCE N 00° 24' 30" W, 228.70 feet along the existing road;  
THENCE N 04° 35' 16" E, 191.65 feet along the existing road;  
THENCE N 13° 50' 36" E, 376.48 feet along the existing road;  
THENCE N 17° 37' 43" E, 433.26 feet along the existing road;  
THENCE N 21° 01' 17" E, 496.82 feet along the existing road;  
THENCE N 08° 29' 37" E, 137.51 feet along the existing road;  
THENCE N 12° 16' 19" W, 393.74 feet along the existing road;  
THENCE N 02° 39' 49" E, 221.22 feet along the existing road;  
THENCE N 12° 31' 32" W, 333.78 feet along the existing road;  
THENCE N 23° 44' 13" W, 46.95 feet along the existing road;  
THENCE N 24° 12' 55" W, 487.90 feet along the existing road;  
THENCE N 35° 45' 04" W, 193.58 feet along the existing road;  
THENCE N 40° 54' 43" W, 165.25 feet along the existing road;  
THENCE N 39° 04' 47" W, 294.03 feet along the existing road;  
THENCE N 20° 07' 28" W, 137.39 feet along the existing road;  
THENCE N 12° 32' 46" W, 379.56 feet along the existing road;  
THENCE N 07° 13' 21" W, 155.18 feet along the existing road;

THENCE N 09° 40' 43" W, 594.63 feet along the existing road;  
THENCE N 15° 24' 47" W, 302.14 feet along the existing road;  
THENCE N 02° 05' 51" E, 66.66 feet along the existing road;  
THENCE N 41° 57' 40" E, 30.94 feet to the southerly right of way of the  
County Boulder Ridge Road;

The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89 °40' 28" E."

#### ANTELOPE SPRING ROAD

"A strip of land 60 feet wide situated in Sections 14, and 15 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at a point in the centerline intersection of Antelope Spring Road and Elk Crossing Road which bears N 38° 19' 33" W, 595.12 feet from the section corner common to Sections 14, 15, 22, and 23.  
THENCE N 62° 31' 57" E, 701.61 feet along the existing road;  
THENCE N 63° 38' 04" E, 328.06 feet along the existing road to the westerly right of way of the County Cherokee Park Road;

Said strip of land contains 1.41 acres, more or less. The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89° 40'28" E."

#### FISH CREEK ROAD

"A strip of land 60 feet wide situated in Sections 10, and 11 Township 12 North, Range 73 West of the 6th P. M., Albany County, Wyoming, the centerline of which is more particularly described as follows:

Beginning at the centerline intersection of Elk Crossing Road and Fish Creek Road which bears S 03° 32' 14" W, 3390.22 feet from the 1/4 corner common to Sections 3 and 10.  
THENCE N 86° 28' 32" E, 672.49 feet along the existing road;  
THENCE N 85° 29' 57" E, 28.20 feet along the existing road;  
THENCE N 82° 09' 38" E, 467.67 feet along the existing road;  
THENCE N 87° 04' 29" E, 423.33 feet along the existing road;  
THENCE S 86° 26' 53" E, 1614.82 feet along the existing road;

THENCE S 77° 38' 32" E, 63.34 feet along the existing road to the westerly right of way of the County Cherokee Park Road;

Said strip of land contains 4.24 acres, more or less. The bearings are referenced to the South line of the SE 1/4 of Section 15 as being N 89° 40'28" E."