

No. 719906 filed for record this 22nd day of July, 1982 at 3:25 o'clock p.m. Book 318 Page 209
Albany County, Wyoming

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE
WINCHESTER GAP LANDOWNERS ASSOCIATION

THIS DECLARATION is made this 15th day of June, 1982, by WILLIAM H. MCCLELLAND, hereinafter referred to as "the Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain parcel of real property located in the County of Albany, State of Wyoming,, legally described on Exhibit "A" attached hereto and incorporated herein by reference, and hereinafter referred to as "the Property" and;

WHEREAS, the Declarant desires to provide for the maintenance of roads and desires to establish certain standards covering the Property by means of protective covenants to insure the lasting beauty, value, and enjoyment of the Property and to this end and for the benefit of the Property and the owners thereof, the Declarant desires to subject the Property to the easements, covenants, conditions, restrictions, charges, and liens hereinafter set forth, and;

WHEREAS, the Declarant will incorporate under the laws of the State of Wyoming, as a non-profit corporation, the Winchester Gap Landowners Association , hereinafter referred to as "the Association", for the efficient preservation of the values and facilities of the Property, and will delegate and assign to the Association the powers and duties of maintaining and administering the roads and administering and enforcing the covenants and restrictions of this Declaration and collecting and disbursing the charges and assessments hereinafter created;

NOW, THEREFORE, the undersigned do hereby publish and declare that in addition to the ordinances of the County of Albany, State of Wyoming, the following terms, covenants, conditions, easements, restrictions, reservations, limitations, uses, locations, and obligations shall be deemed to run with the land and shall be a burden and benefit to the undersigned, their successors, and assigns, and any persons or entity acquiring or owning any interest in the real property and improvements, their grantees, and their heirs, executors, administrators, devisees, successors, or assigns.

ARTICLE 1: DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of any tract or parcel of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2: "Roads" shall mean and refer to all roads presently existing or subsequently constructed an the Property which are necessary to provide vehicular access from public roads to tracts or parcels of the Property. "Roads" shall not include private driveways constructed by individual Owners to provide access to dwellings or other structures located upon such Owners' tracts or parcels of the Property. Said roads shall be as legally defined on the conveyance of

easement as referred to in Article II, Section 6 hereof.

Section 3: "Fishing areas" shall mean and refer to the drainage area where during the calendar year 1982 declarant develops ponds or pools capable of supporting fish, in addition to all existing pools and beaver ponds and shall specifically exclude any ponds constructed after 1982. Said fishing areas shall be as legally defined on the conveyance of easement as referred to in Article II, Section 6 hereof.

Section 4: "Access Pathways" shall mean and refer to those pathways presently existing or subsequently utilized upon the Property which are necessary to provide access, by foot, between various properties along property lined and existing roads to access the fishing area.

Section 5: "Common Expenses" shall mean and refer to the cost of repairs and renovations of the roads and the cost of maintenance of the fishing area, access pathways, and shall include by way of example and not limitation, casualty, public liability, and other insurance; taxes; special assessments; road construction, repair, maintenance, and renovation; management and administration costs; wages, legal and accounting fees; operational fees; expenses and liabilities incurred by the Association pursuant to or by By-Laws of the Association; the payment of any deficit remaining from a previous period; the creation of a reasonable contingency, reserve, sinking, or surplus fund; other sums declared Common Expenses by the provisions of these covenants; and all other sums lawfully assessed by the Association pursuant to these covenants, the Articles of Incorporation, or the By-Laws of the Association.

Section 6: "Architectural Control Committee" shall mean and refer to the Architectural Control Committee of the Association.

Section 7: "Tract or Parcel" shall mean and refer to increments of land consisting of the minimal acres as required by government regulation, initially consisting of 35 or more acres in size.

ARTICLE II: EASEMENTS

Section 1: Road easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns, and invitees, forever, a non-exclusive perpetual road easement fifty feet (50') in width, over and across and twenty-five feet (25') on each side of the centerline of all roads presently existing or constructed by the Declarant. Said roads shall be as legally defined on the conveyance of easement as referred to in Article 11, Section 6 hereof.

Section 2: Utility Easements. The Declarant hereby expressly excepts and reserves unto itself and to its successors, assigns and invitees, forever, a non-exclusive perpetual utility easement twenty feet (10') in width, adjacent to, parallel with, and on the inside edges of each side of all road easements, section lines, and the boundary lines of all tracts or parcels of the property. There shall be utility guying easements on all tracts or parcels of the property as required by the utility involved.

Section 3: Fishing Easement. The Declarant hereby excepts and reserves unto itself and to its

successors,, assigns, and invitees, forever, a non-exclusive perpetual easement over

and across and twenty feet (20') on each side of the high water mark of all pools, beaver ponds, or other ponds in existence prior to December 31, 1982, constructed by or for Declarant located on the property described as Exhibit "A" except: That portion of Section 10, T13N, R71W of the 6th P.M., County of Albany, State of Wyoming, more particularly described as follows:

Beginning at the NE, corner of said Section; thence along the North line of said Section West 1349.75 feet; thence South 1065.00 feet; thence South $16^{\circ}20'83''$ West 896.87 feet; thence North $71^{\circ}51'19''$ West 80.88 feet; thence North $89^{\circ}15'01''$ West 314.20 feet; then South $6^{\circ}06'12''$ West 1758.37 feet; thence North $86^{\circ}44'17''$ West 810.34 feet to the TRUE POINT OF BE)GINNING; thence continuing North $86^{\circ}44'17''$ West 553.43 feet to the East right of way line of the Union Pacific Railroad; thence along said right of way line the following six courses said point being on a curve concave to the East having a central angle of $51^{\circ}48'32''$ and a radius of 1350.00 feet; thence Southerly along the arc of said curve 1220.72 feet to a point of compound curve conceive to the Northeast having a central angle of $10^{\circ}15'37''$ and a radius of 885.54 feet; thence Southeasterly along the arc of said curve 156.58 feet to the end of said curve; thence South $29^{\circ}51'28''$ East 7.25 feet to the beginning of a curve concave to the Northeast having a central angle of $06^{\circ}45'34''$ and a radius of 2740.51 feet; thence Southeasterly along the, arc of said curve 323.31 feet to the end of said curve; thence South $34^{\circ}03'31''$ East 565.72 feet to the beginning of a curve concave to the Southwest having a central angle of $20^{\circ}03'06''$ and a radius of 1650.00 feet; thence Southeasterly along the arc of said curve 577.45 feet to the end of said curve, said point being on the South line of said Section 10; thence along said South line North $89^{\circ}58'25''$ East 140.00 feet; thence North $06^{\circ}03'49''$ West 2562.02 feet more or less to the TRUE POINT OF BEGINNING consisting of a gross acreage of 35. 00 acres more or less, also known as Parcel 5.

It being explicitly understood that Declarant reserves no fishing easement on the tract excepted from the Exhibit "A" description. Any ponds subsequently constructed by owners of tracts or parcels shall not be included in said easement. The Winchester Gap landowners Association by majority vote of said Association members prior to December 1, 1985 shall have the right to expand any pond or ponds built by or for Declarant and the easement herein shall encompass said expansion or increase in size. This easement so reserved shall be for the purpose of fishing only and shall specifically exclude camping. Said fishing ponds shall be as legally defined on the conveyance of the easement as referred to in Article II, Section 6 hereof or an addendum thereto.

Section 4: Access Pathway Easement. The Declarant hereby expressly excepts and reserves unto itself and to its successors assigns, and invitees, forever, a non-exclusive perpetual footpath easement ten feet (10') in width, over and across and five feet (5') on each side of all stream or drainage beds and all tract or parcel boundaries where necessary to provide access to Fishing Areas, or as mutually agreed upon by the Property Owner and the Association.

Section 5: Ditch and Irrigation Easement. The Declarant hereby expressly excepts and reserves unto itself, its successors and assigns, a non-exclusive perpetual easement for ditch and irrigation purposes for irrigation of those portions of subject property having water or water rights appurtenant

thereto. Said easement shall be for maintenance, development, re-development, or use of said appurtenant water rights as reasonably required.

Section 6: Maintenance of Easements. The Declarant shall have no obligation to maintain or repair the Roads, Access Pathways, Fishing Areas, or any of the above-described easements once established, except to the extent that the Declarant continues to be a member of the Association. The Association is hereby charged with the duty and responsibility of providing for the maintenance, repairs, and renovation of the Roads, Access Pathways, Fishing Areas, and above-described easements.

Section 7: Conveyance of Easements. The Declarant hereby expressly agrees to convey said non-exclusive easements to all Roads, Utility, Fishing Areas, and Access Pathways hereinabove reserved, to the Association, its successors and assigns, for the use and benefit of all Owners, their heirs, administrators, successors, assigns, and invitees, forever, upon the sale of 80% of all tracts and parcels of the Property by the Declarant.

ARTICLE III: OWNERS' RIGHTS

Section 1: Owners' Easement of Enjoyment. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Roads, Fishing Areas, and Access Pathways which shall be appurtenant to and shall pass with the title to every tract or parcel of the Property. An Owner's right and easement of enjoyment in and to the Roads, Fishing Areas, and Access Pathways shall not be exercised in any manner which subsequently interferes with the right and easement of any other Owner with respect thereto and shall be subject to the following:

A. The right of the Association to charge reasonable fees and assessments to meet the estimated Common Expenses;

B. The right of the Association to suspend the voting rights and the right to use the Fishing Areas and Access Pathways by an Owner for any period during which any assessment against his tract or parcel of the Property remains unpaid.

C. The right of the County of Albany and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and the right of ingress and egress over and across the Roads, Fishing Areas, and Access Pathways, provided, however that said rules and regulations shall not be discriminatory.

Section 2: Association Rules and Regulations. The Association shall have the right and power, through its Board of Directors to adopt such rules and regulations as it, in its sound discretion shall determine, from time to time, necessary to regulate and govern the use of the Roads, Fishing Areas, and Access Pathways; provided, however that said rules and regulations shall not be discriminatory.

Section 3: Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the

Association, his right and easement enjoyment-of the Roads, Fishing Areas, and Access Pathways to the members of his family, his guests, invitees, and tenants subject to this Declaration, and the Articles of Incorporation, and By-Laws of the Association, and all rules and regulations adopted by the Association; provided further that the Association shall have the right to reasonably limit the number of guests and/or invitees per parcel ownership having the right to use Fishing Areas.

ARTICLE IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Every owner of a tract or parcel of the Property shall become a member of the Association upon acquisition of said tract or parcel. Membership shall be appurtenant to and may not be separated from ownership of the tract or parcel of the Property. Membership shall pass by operation of law upon the sale of such tract or parcel; which sale may be by deed or by installment land contract. Each Owner shall have one (1) vote per tract or parcel owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation and By-Laws of the Association.

When more than one (1) person or entity holds a beneficial interest in a lot, tract, or parcel of the Property, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) Owner for voting purposes. Concept: One (1) vote per tract or parcel, One (1) assessment per tract or parcel.

ARTICLE V: ASSESSMENT FOR COMMON EXPENSES

Section 1: Personal Obligation for owners for Assessments. The Declarant, for each tract or parcel of the Property owned, hereby covenants, and each Owner of any tract or parcel of the Property by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay all assessments imposed by the Association to meet the estimated Common Expenses. Assessments for the estimated Common Expenses shall be due yearly or at such other intervals as may be set by the Association from time to time. The Association shall prepare and deliver by mail to each member a statement for the yearly assessment.

Section 2: Amount of Assessments. Assessments made for the Common Expenses shall be based upon the cash requirements deemed to be the aggregate sum which the Association shall, from time to time, determine to be paid by the owners, including the Declarant, to provide for the Common Expenses. The amount of the assessment which shall be paid by each Owner of a tract or parcel of the property shall be determined by dividing the aggregate sum the Association determines to be paid by the Owners as hereinabove provided and the proportionate share of said aggregate sum based upon the number of tracts or parcels owned within the Property. In no event shall said assessment exceed one-hundred fifty dollars (\$150.00) per year per each tract or parcel of the Property. This limitation may be waived by an Owner who wishes to pay in excess of said limitation in any one year and may be revised by the Association, as future needs dictate as provided in the Articles of Incorporation or By-Laws of the Association. In the event any parcel or tract of the Property is subdivided, each person or entity purchasing a portion of any such subdivided tract or parcel of the Property shall be an owner for purposes of these covenants and shall be obligated to pay the assessment for Common Expenses as herein provided. Notwithstanding the foregoing, the Declarant shall not be obligated to pay an assessment in excess of that paid by an owner of

thirty-five (35) acres regardless of the number of tracts or parcels actually owned by the Declarant. In addition to the above assessment, the Association shall have the right upon majority vote of the membership present at each annual meeting to assess up to seventy-five (\$75.00) dollars per member for the purpose of stocking the Fishing Areas.

ARTICLE VI: LIEN FOR NON-PAYMENT OF ASSESSMENTS

Section 1: Effect of Non-Payment of Assessments, Remedies of the Association. It shall be the duty of each Owner to pay a proportionate share of the Common Expenses and any other expenses as set forth in the Declaration and as assessed by the Association. Payment thereof shall be in such amounts and at such times as may be determined by the Association. If any Owner shall fail or refuse to make any such payments when due, the amount thereof shall constitute a lien on that Owner's tract or parcel of the property as set forth in the deed of conveyance to said Owner; and upon the recording of notice thereof by the Association, such lien shall be constituted upon such Owner's interest in said tract or parcel of the property prior to all other liens and encumbrances recorded or unrecorded, except taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state, and other state or federal taxes which by law are a lien on the interest of such Owner prior to the pre-existing recorded encumbrance thereon, and (b) all sums unpaid on a first mortgage of record, including all unpaid obligatory sums as may be evidenced by such encumbrance and including additional advances made thereon prior to the arising of this lien.

ARTICLE VII: ARCHITECTURAL COVENANTS

Section 1: Land Use and Building Type. Except as otherwise provided herein, no building shall be erected, altered, placed or permitted to remain on any tract or parcel of the Property other than single-family residential dwellings with attached or unattached garages; unattached pump houses; residential guest houses; and non-residential outbuildings and structures such as barns, stables, or corrals for use specifically in connections with the care of livestock, as permitted under these covenants or the maintenance of equipment. The Architectural Control Committee may grant relief from this provision for good cause.

Section :2: Approval. No building or other structure including, but not limited to, dwellings, sheds, garages, outbuildings, and fences shall be erected, placed, or altered on any tract or parcel of the Property until the plans and specifications, along with a plot plan (submitted in duplicate), showing the location of the structure, have been approved by the Architectural Control Committee, which plans shall, among other things, show the type of exterior material and finish, exterior design, existing structures, if any, and location of the structure with respect to property lines. Should the Architectural Control Committee, or its successors, or assigns fail to approve or disapprove the plans and specifications submitted to it by the Owner of a tract or parcel of the Property within thirty (30) days after the written request therefore, then such approval shall not be required and shall be deemed to have been given. However, no building or other structure shall be erected, or allowed to remain on any tract or parcel of the Property, which violates any of the covenants or restrictions contained herein. At the time said plans and specifications are approved, the builder or owner shall proceed

diligently with construction and the exterior of any such structure shall be completed within eighteen (18) months of the date of approval by the Architectural Control Committee. The Architectural Control Committee may grant an extension beyond said eighteen (.18) month construction period for good cause when requested by the Owner.

Section 3: Nuisance. Nothing which may be, or may become annoying, or a nuisance to other Owners shall be permitted on any tract or parcel of the Property. No obnoxious or offensive activity or commercial business or trade shall be conducted upon any tract or parcel of the Property; except that professional offices, such as those of a doctor, lawyer, dentist, architect, or engineer, may be maintained within the main residential dwelling. For purposes of this covenant, ungaraged, inoperative automobiles, machines or other equipment which remain on any tract or parcel of the Property for more than ninety(90) days shall be deemed to be a nuisance.

Section 4: Temporary Residence. No structure of a temporary character, trailer, mobile home, basement, tent, or accessory building shall be used on any tract or parcel of the Property as a residence. However, a pickup camper, camper trailer, motor home, mobile home, or tent may occupy a tract or parcel for a period not to exceed twelve (12) months, for construction purposes, during the construction of the initial residential structure. in addition, a camper trailer, pickup camper, motor home, or tent may occupy a one hundred eighty (180) days per calendar year for recreational purposes. The Architectural Control Committee may grant relief from this provision for good cause.

Section 5: Refuse and Rubbish. Rubbish, refuse, garbage and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the property, and shall be disposed of in a sanitary manner. No tract or parcel of the Property, or easement, shall be used or maintained as a dumping ground for such materials. All containers shall be kept in a neat, clean, and sanitary condition. No trash, litter, or junk shall be permitted to remain exposed upon the Property and visible from public roads or adjoining or nearby properties.

Section 6: Livestock and Animal Control. Any tract or parcel of the property may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is prohibited; the livestock shall be properly cared f-or with adequate maintenance, food, and shelter. It shall be the responsibility of the Owner to fence the tract or parcel of the property when livestock are to be maintained on such tract or parcel. Outbuildings may be erected and maintained for such animals, if approved by the Architectural Control Committee. It shall be the responsibility of the Owner to maintain control of any domestic pets so that said pets will not trespass on other Owners' property or become a nuisance.

Section 7: Fences. Fences shall be permitted; provided however, that fences shall be constructed so as not to interfere with the Road easements hereinabove established and required for access to adjoining lands unless cattle guards are installed in place of gates.

Section 8: Advertising. No advertising, signs, or billboards shall be erected, placed, or permitted to remain on the Property, Notwithstanding the foregoing, signs offering a tract or parcel of the Property for sale, shall be permitted. For a period of three (3) years from the date these covenants

are recorded in the office of the, 'Clerk and Recorder of Albany County, Wyoming, such "For Sale" signs shall be limited to those of CABIN COUNTRY, REALTORS.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: Enforcement. Enforcement of this Declaration and these covenants, conditions, and restrictions shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available. Such judicial proceedings may be prosecuted by any Owner or by the Association on behalf of its members, and the Association may, assess the cost of such prosecution as a Common Expense. The failure to enforce or to cause the abatement of any violation of this Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within these covenants.

Section 2: Severability. Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

Section 3: Duration. The herein included agreements, covenants, restrictions, and conditions shall run with the land; shall be binding upon all persons owning tracts or parcels of the Property and any persons owning tracts or parcels of the Property and any persons hereinafter acquiring said tracts or parcels of the Property; and shall be in effect for a period of twenty-five (25) years from and after the date these covenants are recored in the Office of the Clker and Recorder of the County of Albany, State of Wyoming, after which period said covenants shall cease to be and shall be of no further force and effect unless the Owners of two-thirds (2/3) of the Land Area within the Property shall elect, in writing duly filed, to extend said covenants for an additional specified period of time these covenants shall cease to be and shall be of no further force and effect unless similarly extended for an additional period oor periods. Provisions for maintenance of the Roads and Common Areas shall not be permitted to lapse with the other covenants unless other provisions are made for continuation of said maintenance.

These protective covenants may be altered in whole or in part at any time the then record Owners of two-thirds (2/3) of the Land Area within the Property so elect through the duly written or recorded instrument.

Notwithstanding any of the foregoing to the contrary, Declarant hereby reserves; the right to amend and modify the covenants herein to meet any requirements of the State of Wyoming or the County of Albany, State of Wyoming, said reservation to include but not be limited to increasing road width, or placing any physical or use restrictions on the subject property or as may be required by said governmental entities.

The undersigned, their successors and assigns, shall have the right to bring within the scheme of these protective covenants, and the structure of the Association, additional properties in accordance with a general plan of development. All easements for Roads and Utilities affecting the property within the scheme of the protective covenants and the additional lands hereinabove contemplated shall be common to all lands within the general plan of development. Such additions shall be made by filing of record a supplement to these protective covenants. Such supplement may contain such additions and modifications of these protective covenants as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of these covenants. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by these protective Covenants with respect to the Property.

IN WITNESS WHEREOF, WILLIAM H. MCCLELLAND has caused this instrument to be executed the day and year first above written

WITNESSED by Karlin Elaine Cutler

WILLIAM H. MCCLELLAND