

DECLARATION

Block 1 (West) of North Fork Subdivision No. 9

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**DECLARATION****Block 1 (West) of North Fork Subdivision No. 9**

WILLIAM A. SANDERS and NADINE SANDERS, husband and wife, Declarants, hereby declare that all of the lands within Block 1 (West) of North Fork Subdivision No. 9, a subdivision in the NW¼ of Section 2, Township 15 North, Range 78 West of the 6th P.M. and in the SW¼ of Section 35, Township 16 North, Range 78 West of the 6th P.M., Albany County, Wyoming, as more particularly described and laid out in that certain FINAL PLAT OF NORTH FORK SUBDIVISION NO. 9, LOTS 1, 2, 3, AND 4, BLOCK 1 (WEST), as prepared by Coffey and Associates, L.L.C. and as duly approved by the County of Albany, Wyoming, shall be subject to the following conditions, covenants, easements, reservations, and restrictions:

**I - PURPOSE**

The purpose of this DECLARATION is to preserve and protect the unique rural, residential character of North Fork Subdivision No. 9, including the ecosystem, environment, habitat, vegetation, views and vistas, surface and underground waters, wetlands, and wildlife, and to preserve and protect the quality of life in and the value of North Fork Subdivision No. 9.

**II - IMPROVEMENTS**

**2.01 Building Envelopes.** One building envelope within Lots 1, 2, and 3 is designated on the FINAL PLAT. No dwelling, accessory building, or other structure may be constructed or erected upon Lots 1, 2, and 3, save and except within the boundaries of the building envelope for that lot as designated on the FINAL PLAT. No building envelope is designated for Lot 4 on the FINAL PLAT; the building envelope for Lot 4 shall be deemed to be the boundary lines of Lot 4 for all purposes under this DECLARATION.

**2.02 Minimum Disturbance of Natural Setting.** The existing contour of the land and the existing vegetation shall be altered, changed, or disturbed only to the extent reasonably necessary for the construction, maintenance, repair, or replacement of the improvements permitted under this DECLARATION.

**a. Excavation & Grading:** The soil shall be excavated, graded, or otherwise disturbed only to the extent reasonably necessary for the construction, maintenance, repair, and replacement of an access road, the buildings permitted under Paragraph 2.04 and the surrounding yards, other improvements permitted under this DECLARATION, and parking areas, and for the construction, maintenance, repair, and replacement of drainage channels and flood control dikes or levies,

provided that all such excavation and grading, including but not limited to the construction of drainage channels and flood control dikes or levees, shall be undertaken in accordance with all applicable federal, state, and local laws and regulations.

b. **Vegetation:** The existing, natural vegetation shall be maintained to the greatest extent practicable. Vegetation shall be cleared or cut only to the extent reasonably necessary for the construction, maintenance, repair, replacement, or protection of the improvements permitted under this DECLARATION or as is otherwise indicated by good forestry practices. In addition, the natural vegetation within a building envelope may be groomed, and the area within a building envelope may be landscaped. Paths and trails through the natural vegetation shall be cleared or cut so as to have the appearance and character of game trails. Unless dead, diseased, or constituting a hazard, or, unless otherwise permitted under this subparagraph, no tree shall be cut which is situate within 20 feet of any lot line.

**2.03 Bridges & Culverts.**

a. **For Vehicular Traffic:** Bridges and culverts for vehicular traffic may be constructed or installed as part of access roads across irrigation ditches or streams, but only in such a manner that does not interfere with the natural flow of the ditch or stream. No bridge or culvert for vehicular traffic shall be installed across the North Fork Little Laramie River.

b. **For Pedestrian Traffic:** Foot or pedestrian bridges may be constructed or erected across irrigation ditches or streams, but only one foot or pedestrian bridge per lot shall be erected or constructed across the North Fork Little Laramie River. All foot or pedestrian bridges shall be constructed so as to be passable by deer and other wildlife.

The construction of any bridge or culvert shall be undertaken in accordance with all applicable federal, state, and local laws and regulations.

**2.04 Permitted Structures.**

a. **Lot 4:** Not to exceed nine dwellings and/or principal structures are permitted on Lot 4.

b. **Lots 1, 2, and 3:** Not to exceed one single family dwelling and not to exceed two detached, single story, accessory buildings are permitted on Lots 1, 2, and 3, and such dwelling and accessory building(s) shall be located within the building envelope of each such lot.

**l. Floor Area:** Floor area means the sum of the gross horizontal areas of the several stories of a building measured from the exterior surfaces of the exterior walls, including lofts and staircases.

(a) **Minimum Floor Area of Dwellings:** The floor area of the dwelling shall be not less than 1,200 square feet.

(b) **Maximum Floor Area of Accessory Buildings:** The total, combined floor area of the accessory building(s), whether one or two, shall not exceed 2,400 square feet.

c. **Maximum Height:** The height of dwellings and accessory buildings on Lots 1, 2, and 3 and of all buildings on Lot 4 shall not exceed 36 feet, as measured from the lowest finished ground level adjacent to the dwelling or accessory building on Lots 1, 2, and 3, or, to any building on Lot 4, to the highest point on the roof surface.

d. **Minimum Roof Pitch & Overhang:** The minimum roof pitch for a one story dwelling and for all accessory buildings on Lots 1, 2, and 3 and for all buildings on Lot 4 shall be 6/12 (a rise of six vertical feet for each 12 horizontal feet). The minimum roof pitch for a two story dwelling on Lots 1, 2, and 3 shall be 5/12 (a rise of five vertical feet for each 12 horizontal feet). All roofs shall extend a minimum of one foot beyond all exterior walls, as measured perpendicularly from the exterior wall to the outside edge of the eave of the roof.

e. **Exterior Materials:** The exteriors of all dwellings and accessory buildings on Lots 1, 2, and 3 and of all buildings on Lot 4 shall be constructed of all natural, solid wood logs or siding (excluding wood laminates), preserved or stained in natural tones of brown or grey; all exterior trim shall be painted, preserved, or stained in tones of brown or grey. The roofs of all buildings shall be of all natural wood shakes, preserved or stained in tones of brown or grey, or, of metal or tile, colored in tones of brown, copper, green, or grey; composite shingles are not permitted.

f. **Chimneys:** All chimneys shall be constructed of or finished with brick or native stone.

g. **Construction:** All dwellings and accessory buildings on Lots 1, 2, and 3 and all buildings on Lot 4 shall be of new construction and of first quality materials. No existing structure shall be moved into North Fork Subdivision No. 9, and no mobile, modular, or premanufactured buildings, homes, or structures of any type whatsoever are permitted in North Fork Subdivision No. 9.

**2.05 Fences.** Fences may be constructed at any location upon Lot 4, save and except only that no fence shall be constructed within 30 feet of the East lot line of Lot 4. All fences on Lots 1, 2, and

3 shall be constructed within the building envelope of each lot, and no fence shall be constructed which unnecessarily and unreasonably impedes the historic, natural movement of wildlife.

a. **Corrals:** Any corral for horses shall enclose not to exceed 2,000 square feet of area, shall be of an open, rail-type construction, and shall be constructed of all natural wood, preserved, stained, or treated in tones of brown or grey.

b. **Privacy Fences:** Privacy fences may be constructed for the sole purposes of enclosing the garden or yard of a dwelling or accessory building, and shall be constructed to enclose parking or storage areas for recreational vehicles, such as all-terrain type vehicles, boats, camp or horse trailers, motorcycles, motor homes, snowmobiles, etc. All privacy fences shall be constructed of all natural wood, preserved, stained, or treated in tones of brown or grey, with the most aesthetically pleasing side of the fence facing toward the exterior of the lot; the maximum height of privacy fences shall be 10 feet.

c. **Kennels:** One kennel for household pets of chain link construction enclosing not to exceed 400 square feet of area may be erected on each lot, provided that it is not visible from within the building envelope of any lot within North Fork Subdivision No. 9.

**2.06 Accessories.** All accessories, such as butane or propane tanks, satellite dishes, and well pumps, shall be erected within the building envelope of each lot, and shall be located and screened with privacy fences or vegetation so as not to be visible from within the building envelope of any lot within North Fork Subdivision No. 9.

**2.07 Exterior Lighting.** No exterior lighting, which is continuously on or which is light or time activated to be on from dusk to dawn, is permitted, and no exterior lighting shall be left on from dusk to dawn.

**2.08 Septic & Water Systems.** All septic or wastewater treatment systems and all wells shall be constructed, maintained, repaired, and replaced in accordance with all applicable federal, state, and local laws and regulations.

**2.09 Garbage & Refuse.** All garbage, refuse, and trash shall be regularly disposed of without the confines of North Fork Subdivision No. 9 in accordance with all applicable federal, state, and local laws and regulations.

**2.10 Utilities.** All utility lines within North Fork Subdivision No. 9 shall be constructed underground.

**2.11 Signs.** One name and/or address sign may be erected or installed on each lot at the entrance to the lot, either adjacent to or over the access road, and shall be constructed of materials harmonious to the setting. No other signs, save and except for temporary "for sale" signs, are permitted. If Lot 4 should be put to a limited business use under Paragraph 3.02, signage regarding such use shall be subject to the prior approval of the North Fork West Association and of the County of Albany, Wyoming under the Albany County Sign Code.

### III - USE

**3.01 Single Family Residential.** Lots 1, 2, and 3 shall be used solely and exclusively for single family, residential purposes; no business or commercial activity whatsoever is permitted, save and except only for home occupation uses (such as an art studio, a business or professional office, etc.) operated or undertaken by an Owner and involving not to exceed one employee who does not reside on the lot and which use does not involve the sale of any product from the lot, and save and except as provided in Paragraph 3.02. Accessory buildings in Lots 1, 2, and 3 shall be used solely and exclusively for purposes, accessory and incidental to the single family, residential use, such accessory uses including but not being limited to art or craft studio, barn, carriage or guest house, garage, a permitted home occupation use, home office, recreation (billiards, gymnasium, etc.) room, storage area, etc., or combinations thereof.

**3.02 Limited Business.** Lot 4 may be used for the purposes specified in Paragraph 3.01, or, for dude or guest ranch or resort purposes, provided, however, that such limited business use shall be subject to the prior approval of the County of Albany, Wyoming and of the North Fork West Association, which may impose such conditions, limitations, or terms upon such use as such Association may deem appropriate in its absolute discretion.

**3.03 Division of Lots.** No lot within shall be divided for any purpose or reason whatsoever.

**3.04 Horses & Household Pets.** Not to exceed a total of three horses may be maintained on each lot, for personal and family use only. Companion household pets, such as domestic cats and dogs, may be maintained for personal and family use only. Horses and household pets shall be maintained within the confines of the lot on which maintained, and shall not be allowed to stray out of the confines of such lot. All horses and household pets shall be controlled, kept, maintained, and restrained so as not to harass or interfere with the wildlife.

**3.05 Recreational Vehicles.** Recreational vehicles, such as all-terrain type vehicles, boats, camp or horse trailers, motorcycles, motor homes, and snowmobiles, etc., shall be parked or stored so as not to be visible from within the building envelope of any lot within North Fork Subdivision No. 9

and in accordance with Subparagraph 2.05.b. of this DECLARATION; this restriction does not apply to automobiles and pickup trucks.

**3.06 Firearms, Fireworks & Hunting.** No firearm shall be discharged, and no fireworks shall be displayed or used, and, there shall be no hunting whatsoever, within North Fork Subdivision No. 9.

**3.07 Unsightly Items.** No equipment, inoperable motor vehicles, junk, or trash, shall be located or stored so as to be visible from any lot within North Fork Subdivision No. 9 or from any access road.

**3.08 Hazardous, Noxious, or Offensive Activities.** No hazardous, illegal, noxious, or offensive activities shall be permitted within North Fork Subdivision No. 9, nor shall anything be done or placed within North Fork Subdivision No. 9 which is or may become a nuisance. Exterior loud speakers are not permitted. No sound shall be produced which is annoying or unreasonably loud, including but not limited to bells, horns, speakers, or whistles.

**3.09 Pollution.** No activity or condition shall be maintained or undertaken which would result in the pollution of any surface water or well within North Fork Subdivision No. 9.

**3.10 Weed Control.** Noxious weeds, such as Canadian Thistle, shall be controlled and eradicated to the extent reasonably possible with approved chemicals and herbicides that are not hazardous or toxic to humans or wildlife.

**3.11 Wildlife.** Wildlife shall at all times be encouraged and protected within North Fork Subdivision No. 9.

#### IV - WEST NORTH FORK ROAD & DRY HYDRANT

**4.01 West North Fork Road.** West North Fork Road and the railroad crossing across the tracks of the Wyoming and Colorado Railroad Company, Inc. shall be maintained as a private road by the North Fork West Association for the sole and exclusive use of the Owners of lots within Block 1 (West), and their respective guests, invitees, servants, and tenants, and for all fire protection and law enforcement agencies and private or public utilities providing services to all or any part of Block 1 (West), for ingress and egress to and from US Highway 130 and for the construction, maintenance, repair, and replacement of utilities. The North Fork West Association by these presents assumes and covenants to perform each and every obligation, save and except the obligation for the original construction of the railroad crossing, of the Grantee under that certain GRANT OF EASEMENT recorded July 13, 1995 and recorded in Book 476 of MF at page 320 in the Office of the County

Clerk of Albany County, Wyoming; all persons using the easement and the railroad crossing therein, as granted by said GRANT OF EASEMENT, shall do so at their own risk. West North Fork Road and the railroad crossing are not dedicated to the use and enjoyment of the general public.

**4.02 Dry Hydrant & Access.** The North Fork West and North Fork East Associations shall maintain the dry hydrant and the access road within Lot 1 in Block 1 (West) for fire protection of all of North Fork Subdivision No. 9, for so long as required by the Centennial Valley Volunteer Fire Department and the County of Albany, Wyoming, and the cost of such maintenance shall be borne four-sevenths (4/7ths) by the North Fork West Association and three-sevenths (3/7ths) by the North Fork East Association.

#### V - RIVER & STREAM FLOW

**5.01 River Flow.** The historic flow of the North Fork Little Laramie River is approximately 60 percent through the West Branch and 40 percent through the East Branch. To the greatest extent practicable and to the extent permitted by applicable federal, state, and local laws and regulations, this historic flow shall be maintained by the North Fork West and North Fork East Associations. Both Associations and all Owners of lots in North Fork Subdivision No. 9 are hereby granted the right to use the easement along the North side of Lot 1 of North Fork Subdivision No. 5 for ingress and egress to the area where the North Fork Little Laramie River divides into the West and East Branches for purposes of clearing debris so as to maintain such historic flow in the West and East Branches of the River.

**5.02 Stream Channels & Flows.** The channel or flow of any stream shall be altered or changed only to the extent permitted by federal, state, and local laws and regulations, and shall not be altered or changed if the alteration affects or changes, in any manner, the flow to a downstream lot in Block 1 (West), unless the Owner(s) of all such downstream lot(s) shall first consent to such alteration or change in writing.

**5.03 Beaver Dams.** There are large and small beaver dams throughout North Fork Subdivision No. 9. The dams and ponds that are in evidence and existing in the Spring of 1995 shall not be interfered with. Dams and the resulting ponds constructed after the Spring of 1995 may be removed, provided only that such removal shall not alter the channel or flow of the North Fork Little Laramie River or of any stream from its natural course.

**5.04 Access to Upstream Lot(s).** The Owner(s) of any downstream lot(s) within Block 1 (West) shall have the right to go upon any upstream lot(s) within Block 1 (West) for the sole and exclusive purposes of maintaining channels and of clearing and maintaining dams on any stream which crosses



such downstream Owner(s) lot(s), in accordance with Paragraphs 5.02 and 5.03.

**5.05 Beaver.** No beaver on the island created by the West and East Branches of the North Fork Little Laramie River shall be interfered with. Off of said island, the beaver population may be controlled, but not totally eradicated, providing that any such control or thinning of the beaver population shall be done in a humane manner, preferably by live trapping, and only with the permission and in accordance with the rules of the Wyoming Game and Fish Department.

#### VI - WATER RIGHTS DISTRIBUTION PLAN

29.7 acres of 1880 water right (Territorial Proof No. 384) remain appurtenant to lands in Section 2, Township 15 North, Range 78 West, Albany County, Wyoming, which are within North Fork Subdivision No. 9. 10.0 of said 29.7 acres are appurtenant to Block 1 (West) of North Fork Subdivision No. 9 in the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2. This water right will be distributed between Lots 1 and 2 in Block 1 (West) as shown on the WATER RIGHTS DISTRIBUTION PLAN for North Fork Subdivision No. 9 and as follows: 5.0 acres to Lot 1, and 5.0 acres to Lot 2. The water will be taken from the North Fork Little Laramie River through the original Homestead Ditch headgate (changed to the Homestead No. 1 Ditch in 1992), and shall be applied to the benefited lands by flood irrigation, provided, however, that such irrigation shall be undertaken so as not to adversely affect any downstream lot(s) or any of the improvements thereon.

#### VII - RESERVATIONS

**7.01 West North Fork Road.** Declarants hereby reserve for the benefit and use of all Owners of lots within Block 1 (West), their respective assigns, devisees, heirs, personal representatives, and successors, their respective guests, invitees, servants, and tenants, and for all fire protection and law enforcement agencies and private or public utilities providing services to all or any part of Block 1 (West), for ingress and egress to and from US Highway 130 and for the construction, maintenance, repair, and replacement of utilities, an easement for West North Fork Road as more particularly described upon the FINAL PLAT, and, further, do hereby assign and grant to all Owners of lots within Block 1 (West), their respective assigns, devisees, heirs, personal representatives, and successors, all of Grantee's rights under that certain GRANT OF EASEMENT recorded July 13, 1995 and recorded in Book 476 of MF at Page 320 in the Office of the County Clerk of Albany County, Wyoming, provided only that, by these presents, the North Fork West Association and each Owner of a lot within Block 1 (West) do hereby assume and covenant to perform each and every obligation, save and except the obligation to pay for the original construction of the railroad crossing, of Grantee under said GRANT OF EASEMENT, and, in addition, do hereby covenant to indemnify and save Declarants harmless, including attorney's fees and costs of investigation and

litigation, from any breach or failure to perform any such obligation and from any use of the easement granted by said GRANT OF EASEMENT and the railroad crossing therein.

**7.02 Markle Ditch.** Declarants hereby reserve unto themselves, their assigns, devisees, heirs, personal representatives, and successors, an easement for the Markle Ditch 20 feet in width located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 2, Township 15 North, Range 78 West of the 6th P.M., Albany County, Wyoming, lying 10 feet on either side of the following described centerline: Beginning at a point which lies North 58°16'34" East, 704.54 feet from the West  $\frac{1}{4}$  corner of said Section 2 and proceeding thence South 12°39'10" West, 24.37 feet; thence South 20°33'46" West, 68.82 feet; thence South 17°19'06" West, 77.73 feet; thence South 21°31'18" West, 59.93 feet; sidelines of said easement begin at the Markle Ditch headgate and terminate at a point on the line common to Lot 3 in Block 1 (West) and the lands owned by the Colorado and Wyoming Railroad Company, Inc.

**7.03 Minerals.** Declarants hereby reserve unto themselves, their assigns, devisees, heirs, personal representatives, and successors, an undivided one-half ( $\frac{1}{2}$ ) interest in and to the whole of all minerals of every kind and character, in, upon, and beneath the surface, including, without limiting the generality of the foregoing, all oil, gas, and hydrocarbons.

**7.04 20-foot Utility Easement.** Declarants hereby reserve for the benefit of Block 1 (West) of North Fork Subdivision No. 9 a utility easement within the BLM Right-of-Way from North Fork Road to Lot 3 of Block 2 (East) of North Fork Subdivision No. 9, across Lot 3 of Block 2 (East) of North Fork Subdivision No. 9 as more particularly described upon the FINAL PLAT OF NORTH FORK SUBDIVISION NO. 9, LOTS 1, 2, AND 3, BLOCK 2 (EAST), and across Lot 3 of Block 1 (West) of North Fork Subdivision No. 9 as more particularly described upon the FINAL PLAT OF NORTH FORK SUBDIVISION NO. 9, LOTS 1, 2, 3, AND 4, BLOCK 1 (WEST), to West North Fork Road, including the right to construct, improve, maintain, repair, and replace, within said easement, cables, equipment, and lines, for the delivery of electric service, provided, however, that in the event Declarants are hereafter able to obtain a utility easement acceptable to Carbon Power & Light, Inc. for the benefit of Block 1 (West) of North Fork Subdivision No. 9, then in such event Declarants shall have the right to unilaterally release this utility easement of record.

#### VIII - NORTH FORK WEST ASSOCIATION

**8.01 Creation.** The North Fork West Association (hereinafter referred to as the "Association") is hereby created as an unincorporated, nonprofit association under the Wyoming Unincorporated Nonprofit Association Act, Sections 17-22-101 through 17-22-115, Wyoming Statutes, 1977 Repub. Ed., as amended, to exercise the powers granted, and to perform the functions imposed, by this DECLARATION with regard to Block 1 (West).

**8.02 Purposes & Powers.** The general purposes of the Association are to enforce this DECLARATION and to promote the health, safety, and welfare of the residents of Block 1 (West). The Association shall also have the power to provide such additional services for Block 1 (West) as the Owners may from time to time approve. For these purposes, the Association is hereby empowered to:

a. exercise all of the authority, powers, and privileges delegated to or vested in the Association by this DECLARATION or as may be reasonably implied as being necessary and proper hereunder, and to perform all of the duties and obligations established by this DECLARATION;

b. fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to this DECLARATION, and to pay all expenses in connection therewith and all expenses incident to the conduct of the business of the Association;

c. adopt and publish rules and regulations governing the use of West North Fork Road; and

d. employ such firms or persons to perform any or all of the duties and obligations of the Association.

**8.03 Membership.** Every person who is an Owner of a lot within Block 1 (West) shall be a member of the Association, and such membership shall be appurtenant to and may not be separated from the ownership of the lot. An Owner shall become a member upon conveyance of record to him of his lot and shall cease being a member upon his conveyance of record of such lot. No certificate or document, save and except a recorded conveyance to a lot, shall be required to evidence such membership.

**8.04 Voting Rights.** Each Owner shall be entitled to one vote for each lot owned, save and except that the voting rights of any Owner who is more than 30 days past due on the payment of any assessment to the Association shall be automatically suspended until such assessment, together with interest, costs, and reasonable attorney's fees, is paid in full, and, that the Owner of Lot 4 shall not be entitled to vote with regard to any limited business use of Lot 4 or the conditions, limitations, or terms of such use under Paragraph 3.02. When more than one person holds an interest in any lot, the vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast on behalf of any one lot.

**8.05 Action.** An action of the Association, or any approval required of the Owners under this DECLARATION, shall require the affirmative and unanimous vote of all Owners, excluding the

vote of any Owner whose voting rights are suspended under Paragraph 8.04 or who is not entitled to vote with regard to any limited business use of Lot 4 as provided in Paragraph 8.04, cast in person or by proxy, at a duly constituted meeting of the Association, or, without a meeting by written approval of such action.

**8.06 Meetings.** Meetings of the Association may be called at any time by the written request of the Owners of any two lots. Written notice of each meeting of the Association shall be given by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Owner, addressed to the Owner's address last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and the purpose of the meeting. Each Owner may vote in person or by proxy at all meetings of the Association. All proxies shall be in writing. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of his lot.

**8.07 Books and Records.** Upon prior written request, the books, records, and papers of the Association shall be subject to inspection at a reasonable time and place by any Owner and by a mortgagee holding a duly recorded mortgage against a lot.

**8.08 Principal Office.** The Association shall designate a principal office from time to time.

**8.09 Dissolution.** The Association may be dissolved upon the written approval of all of the Owners. Upon dissolution of the Association, the assets of the Association shall be distributed to the Owners of the lots within Block 1 (West) in equal shares, or, dedicated to an appropriate public agency or nonprofit organization to be used for purposes broadly similar to those for which this Association was created.

**8.10 Limitations.** No part of the net earnings of the Association shall inure to the benefit of, or be distributed to, the Owners, except that the Association shall be authorized to pay reasonable compensation for services rendered.

#### IX - ASSESSMENTS

**9.01 Creation of Lien & Personal Obligation of Assessments.** Declarants, for each lot owned within Block 1 (West), hereby covenant, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments or charges duly established and collected as hereinafter provided. All such assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

**9.02 Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to pay the obligations imposed upon the Association by this DECLARATION and to promote the health, safety, and welfare of the residents in Block 1 (West).

**9.03 Annual Assessments.** The Association shall establish annual assessments to meet its obligations under this DECLARATION, including specifically the obligations to maintain West North Fork Road, the railroad crossing, and the dry hydrant and access road thereto under Article IV, and in regard to operating expenses of the Association. The Association shall have the power to include within the annual assessment amounts to meet the costs of any other service duly approved by the Association.

**9.04 Special Assessments.** In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only.

**9.05 Approval of Assessments.** All assessments under this Article shall be subject to the approval of the Association as provided in Paragraph 8.05.

**9.06 Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots in Block 1 (West), save and except only that if Lot 4 is put to a limited business use, then in such event Lot 4 shall be assessed and levied with one-half ( $\frac{1}{2}$ ) of the total costs to maintain, repair, and replace West North Fork Road and the railroad crossing.

**9.07 Commencement of Annual Assessments.** The annual assessments provided for herein shall commence as to all lots on such date as shall be established by the Association under Paragraph 8.05. The Association shall fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

**9.08 Effect of Nonpayment of Assessments.** Any assessment not paid within 30 days after the due

date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of his lot.

**9.09 Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to the foreclosure of a first or second mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### X - GENERAL

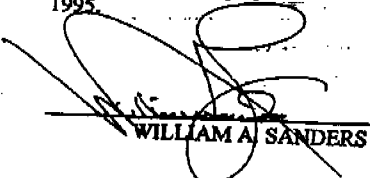
**10.01 Enforcement.** The Association, or any Owner of a lot within Block 1 (West), shall have the right to enforce, by any proceeding at law or in equity, all conditions, covenants, reservations, and restrictions, and all liens and charges now or hereafter imposed by this DECLARATION. The party prevailing in any enforcement action shall be entitled to recover his or its attorney's fees and costs of investigation and litigation. Failure by the Association or by any Owner to enforce any condition, covenant, reservation, or restriction, or any lien or charge, herein contained shall in no event be deemed a waiver of the right to do so thereafter.


**10.02 Severability.** Invalidation of any provision of this DECLARATION by judgment or court order shall in no manner affect any other provision in this DECLARATION or the enforceability thereof.

**10.03 Amendment.** This DECLARATION may be amended only by an instrument signed by all of the Owners in accordance with Paragraph 8.05, and shall become effective upon being recorded in the Office of the County Clerk of Albany County, Wyoming.

**10.04 Effect.** This DECLARATION shall burden and run with all lands in Block 1 (West), shall be binding on all persons having any interest, right, or title in such lands or any part thereof and upon the assigns, devisees, heirs, personal representatives, and successors of such persons, and shall inure to the benefit of each Owner of a lot within Block 1 (West).

EXECUTED by the undersigned, being the Declarants herein, this 1<sup>st</sup> day of DECEMBER, 1995.

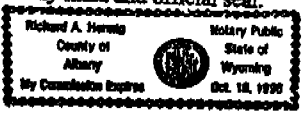
  
WILLIAM A SANDERS

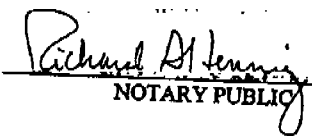
  
NADINE SANDERS

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF ALBANY )

The foregoing DECLARATION was acknowledged personally before me by WILLIAM A. SANDERS and NADINE SANDERS this 1<sup>st</sup> day of December, 1995.

Witness my hand and official seal.



  
NOTARY PUBLIC

My Commission Expires: