

73514

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LAND SEPARATELY OWNED**

THIS DECLARATION is made on the date hereinafter set forth by **Richard J. McGuire** and **Kristine E. McGuire**, husband and wife (hereinafter referred to in the singular as "Declarant" as defined below).

**WITNESSETH:**

Declarant is the owner of that real property commonly known as the *Old Oxford Horse Ranch*, which is more particularly described in EXHIBIT A hereto and which is depicted upon that certain Drawing prepared by Coffey and Associates, L.L.C., as Job No. 97198 and dated December 9, 1997, and attached hereto, save and except for that parcel of land shown upon the Drawing as "Tract 5", which was conveyed to Ronald Davis and Jennett Davis, husband and wife, by that certain Warranty Deed recorded October 21, 1997 as Instrument No. 199710390.

Declarant by this Declaration is subjecting those parcels of land shown upon the Drawing as "Tract 1" and "Tract 6" to all the covenants, conditions, easements, restrictions, uses, limitations, and obligations set forth herein, but expressly reserves the right as hereinafter provided to bring "Tract 2", "Tract 3", "Tract 4", and "Tract 5" within the governance of this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare that "Tract 1" and "Tract 6" are hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements, restrictions, uses, limitations, and obligations shall be deemed to run with said Tracts, and shall be a burden and a benefit to Declarant and any Owner (as defined below) of said Tracts.

**ARTICLE I  
DEFINITIONS**

A. "Declarant" shall mean and refer to Richard J. McGuire and Kristine E. McGuire, husband and wife, and their heirs, successors and assigns.

B. "Tracts" means "Tract 1", "Tract 5", and "Tract 6", which are more specifically described and depicted on the Map attached hereto.

C. "Buildings" mean a residence, barn, storage facility or other structure or structures located on the Tracts.

THIS DOCUMENT IS RECORDED BY  
FOWELL TITLE & ESCROW, INC.  
AS AN ACCOMMODATION ONLY.



D. "Mortgagee" means a mortgagee or any successor to the interest of such person or entity, named the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which the Tracts are encumbered.

E. "Owner" means a person, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof, that owns a Tract but excluding, however, any such person or entity having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

F. "Map" means the map of the *Old Oxford Horse Ranch* prepared by Coffey & Associates, L.L.C., as Job No. 97198 and dated December 9, 1997, and attached hereto.

G. "Contiguous Property" means any portion or portions of the *Old Oxford Horse Ranch* outside of "Tract 1" and "Tract 6", that is, the lands within "Tract 2", "Tract 3", "Tract 4", and "Tract 5", as shown upon the Drawing.

H. "Contiguous Property Owner" means any person, firm, corporation, limited liability company, partnership, association, trust, or other legal entity, or any combination thereof, deriving title to a portion or portions of the Contiguous Property by, through or under Declarant.

## ARTICLE II NATURE OF OWNERSHIP

A. Binding Effect. Title to "Tract 1" and "Tract 6" is hereby made subject to the terms and conditions of this Declaration, which shall bind Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired a Tract.

B. Inseparability. No part of a Tract shall be subdivided or partitioned in any manner.

## ARTICLE III UTILITY AND RIGHT OF WAY EASEMENT MAINTENANCE

A. The private utility and right of way easements depicted on the Map are non-exclusive, and Declarant reserves the right to grant the benefit of such non-exclusive easements to the Contiguous Property as defined herein, or any portions or subdivisions thereof.

B. Declarant and/or the Owner of any Tract or any of them shall have the right but not the responsibility at any time, at their own expense, to construct, maintain and repair the right of way and utility easements depicted on the Map attached hereto. At such time as additional properties may be subjected to this Declaration, as provided in Article IV hereof, provisions regarding mandatory maintenance, assessments and liens in the event of nonpayment of such assessments may

be imposed on all Tracts subject to this Declaration by amendment of this Declaration under the procedure set out in ARTICLE VI, Section "D" hereof.

#### ARTICLE IV ARCHITECTURAL STANDARDS

A. Architectural Control Committee. There shall be established an Architectural Control Committee which shall consist of Declarant during any period Declarant owns Contiguous Property as defined herein, together with the Owners of the Tracts subject to this Declaration. Declarant and each such Owner shall be entitled to one vote, regardless of the number of persons or entities which may have an ownership interest in a Tract, and decisions of the committee shall be determined by a simple majority.

B. Construction. No construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work) of Buildings shall take place except in compliance with this Declaration, and until approval of the Architectural Control Committee has been obtained. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such construction shall be submitted to the Architectural Control Committee for approval as to harmony of exterior design with existing structures on the *Old Oxford Horse Ranch*, and as to location in relation to surrounding topography.

C. Timing of Approval. In the event the Architectural Control Committee fails to approve or to disapprove any plans or specifications submitted to it or fails to request additional information reasonably required within forty-five (45) days after submission of said plans or specifications, the plans or specifications shall be deemed approved.

D. Variances. The Architectural Control Committee shall have full authority, on majority vote, to grant variances from these covenants for good cause shown in order to prevent undue hardship on any Owner subject to this Declaration. No variance will violate the overall theme and appearance of the Tracts and Contiguous Property. The granting of a variance shall not be deemed a waiver of another Owner's restrictions, and shall not require the granting of the same variance to any other Owner. Evidence of a variance shall be in writing, acknowledged by the members of the Architectural Control Committee, and shall be recorded in the records of the Albany County Clerk's office.

#### ARTICLE V USE, CONSTRUCTION, AND BUILDING COVENANTS AND RESTRICTIONS

A. Residential Use. The Tracts are hereby restricted in use for single family, residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a

profession such as doctor, lawyer, architect, engineer or such other similar professional occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office.

**B. Construction.** All construction is to be performed on site although qualifying and approved prefabricated housing shall be permitted. No structure shall be erected, altered, placed or permitted to remain on any Tract other than the following:

one (1) detached, single family, one-story or one and one-half story [above ground] dwelling, one (1) attached private garage, and one (1) structure [such as a storage shed] incidental to residential use; and

one (1) detached, one-story or one and one-half story [above ground] barn not to exceed 1000 square feet in floor area.

Any Building may have a basement, which is defined as being below grade.

All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials;  
National Plumbing Code, current edition;  
National Electrical Code, current edition;  
National Fire Protective Association, International;

and with such other federal, State of Wyoming and Albany County building and safety codes as may be applicable. Variances from the terms of such codes may be made only pursuant to the variance provisions of the applicable codes and government agencies and may be made only with the majority consent of the Architectural Control Committee.

**C. Utilities.** All new utilities and service lines within the Tract boundaries shall be underground; such above ground lines as exist on the date hereof are exempt from this requirement. Propane as a heating or cooking fuel shall be allowed on the premises, but such storage tank shall not be visible from US Highway 287, from the rights of way depicted on the attached Map, or from the view of Contiguous Property Owners. Shielding of storage tank placement by means of vegetation, fencing or Buildings is acceptable.

**D. Waste Disposal.**

1. A waste water treatment system for each Tract must be installed by the Owner pursuant to applicable rules and regulations of Albany County and the State of Wyoming.

2. Solid waste shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings or within trash disposal dumpsters. No part of any Tract shall be used as dumping grounds or for the accumulation of litter, trash, junk or garbage. No burning of litter, trash, refuse or garbage will be allowed on any Tract. Accumulation of litter from a barn may be temporarily stored outside a barn, but must be removed no less frequently than once a year.

E. Water System. Each structure designed for occupancy by human beings shall be connected to a private well provided by the Owner. The water supply system shall be the responsibility of the Owner and shall conform to the standards of the Wyoming State Public Health Department and the Wyoming Department of Environmental Quality, and shall be permitted by appropriate governmental agencies including Albany County and the State of Wyoming.

F. Excavation and Mining. Tract Owners are prohibited from conducting excavation and mining of any kind including but not limited to that for stone, sand, gravel or earth on any portion of the Tracts, except for such excavation as may be necessary in connection with the erection or installation of an improvement thereon.

G. Continuity of Construction. Construction of all Buildings shall be prosecuted diligently to completion and shall be substantially completed within 18 months of commencement. At all times during construction, the construction site shall be cleaned up and maintained in a neat, orderly and safe condition.

H. Fences. Fences around a Tract boundary may be erected provided such boundary fences are not of sheep mesh (12"x6"x6") and provided such fences are approved by the Architectural Control Committee. Fencing around the dwelling site shall be approved by the Architectural Control Committee and shall be limited to post and board, chain link/mesh, post and pole or natural wooden slab construction and shall not enclose more than three (3) acres in area. No chain link greater than forty-eight (48) inches tall shall be permitted on any portion of a Tract.

I. Architectural Control, Design and Construction. All buildings and other structures shall be erected, placed or altered on a Tract subject to the following restrictions:

In general, all buildings and other structures shall blend in with the surrounding environment in color, texture and design, and shall be approved by the Architectural Control Committee. Specific requirements are as follows:

1. Maximum building or structure height shall be thirty (30) feet above grade.
2. All exterior surfaces are to be earth or sky tone colors. Plain plywood will not be acceptable as exterior siding.

3. Roof surfaces are to be wooden shingles or shakes, asphalt shingles, or metal roofing with a baked enamel finish, and all shall be a dark earth tone in color.
4. Minimum square footage of living area on any one level in a dwelling (exclusive of any basement) shall be one-thousand (1,000) square feet. The maximum square footage of living area for the entire dwelling structure (exclusive of any basement) shall not exceed five-thousand (5,000) square feet.
5. Maximum square footage of a garage, storage facility or barn (exclusive of any basement) shall be one-thousand (1,000) square feet for each such structure.
6. Qualifying prefabricated structures [non-axial] are defined as at least twenty-four (24) feet wide by forty-two (42) feet long, modular homes installed with complete, permanent skirting and with at least six-hundred (600) square feet of pedestrian entrance way decking or a suitable patio constructed of concrete, brick or flag stone.

J. **Improvement Location.** No improvements shall be constructed closer than thirty (30) feet from any property line or easement boundary. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of such improvement.

K. **Nuisances.** No noxious or offensive activities shall be carried on upon any part of a Tract, nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to other Tract Owners or Contiguous Property Owners. Fireworks or any other high noise level activity shall not be permitted.

L. **Temporary Residence.** No construction trailer, basement, garage, or storage facility erected on a Tract for construction purposes shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Mobile homes are not permitted and shall not be used as temporary or permanent residences at any time except as provided in this article, section "S".

M. **Signs.** No signs of any kind or character shall be displayed to the public view on the Tracts, except:

1. A sign advertising the premises for sale, rent or open for inspection, which sign shall not exceed a surface area of six (6) square feet.
2. A sign, such as an overhead ranch board over an entrance gate, identifying the Owner or occupant of a residence situated up a Tract, which sign shall not have a surface area exceeding twenty (20) square feet.

3. Any light used to illuminate signs, parking areas, corrals, or for any other purpose shall be so arranged as to reflect the light away from the nearby residences and away from the vision of passing motorists.

**N. Fire Safety Requirements.**

1. Rights of way depicted on the attached Map and private roads and drives must be kept clear and passable.
2. County approved numbers for addresses shall be placed on all new buildings or shall be posted at the entrance of the Tract in such a manner as to be plainly, visibly and legibly read from the road fronting the residence.
3. Smoke detectors shall be installed in each residence and barn in accordance with new construction requirements and applicable codes.
4. Heating appliances shall be installed and maintained in accordance with their listing instructions and applicable sections of building codes.
5. It is recommended that fire extinguishers be located within kitchen areas and near solid fuel appliances.

**O. Animals.** Indoor pets are unrestricted. They are defined as small domestic creatures such as small dogs, cats, rats, ferrets, birds, fish and the like, which spend the majority of their time inside the confines of a residence or other Building. Each Tract Owner may also have as outdoor pets up to two (2) permanently resident dogs and up to five (5) barn cats. Permanently resident dogs are defined as family pets which spend the majority of their time outside of the confines of the domestic living area. In addition to the permissible indoor and outdoor pets, each Tract Owner may keep and maintain, in any combination, up to two livestock units. For purposes of these covenants, one large herbivore (such as a horse, cow or llama) shall constitute one livestock unit; six small herbivores (sheep or goats) shall constitute one livestock unit; and three ratites (ostrich or emu) shall constitute one livestock unit. Other permissible livestock include poultry and up to two (2) temporarily resident animals enrolled in current 4-H or FFA projects. The temporarily resident animals enrolled in current 4-H or FFA projects may include pigs, although pigs may not be permanent residents of any Tract. Permanently resident horses or dogs used in 4-H or FFA projects will be considered as permanent residents. Young livestock produced by resident dams are permitted on a Tract until they are weaned. At such time, they will be considered as permanent residents. In determining the number of dogs allowed under this paragraph, dogs belonging to transient visitors will not be included nor will litters produced by either indoor or permanently resident dogs. However, puppies past weaning age will be counted as permanently resident dogs. All dogs must be kept confined to the three (3) acre house site by means of a dog-proof fence, electronic shock perimeters, kennels or chains unless supervised by Owner. Any unsupervised dogs outside this fenced area may be deemed a threat to livestock and may be subject to sanction.

"Tract 1" is hereby authorized to keep and maintain not to exceed ten (10) horses on such Tract, until such time as the construction of a dwelling shall have been completed thereon, at which time this authorization shall automatically expire.

**P. Vehicles and Machinery.** Motorized vehicles, except for daily commuter vehicles, are expected to be parked in a garage, barn, or, out of sight of U.S. Highway 287, other Tract Owners and Contiguous Property Owners. No vehicular parking is allowed outside the three (3) acres surrounding the residence on a Tract unless immediately adjacent to another Building. In addition, one (1) Tractor OR other large farm vehicle is allowed. One (1) stock trailer, one (1) flatbed trailer, (1) boat and one (1) recreational vehicle may also be parked in a permanent manner in an orderly fashion within the three (3) acres surrounding the residence or immediately adjacent to another Building. Sport/recreational vehicles such as ATV's, motorcycles and snow machines are not allowed off designated roadways unless engaged in agricultural pursuits. Such vehicles must be stored out of sight of other Tract Owners and Contiguous Property Owners or within a covered Building at all times.

**Q. Sporting Activities.** Firearms may not be fired at any time within the boundaries of a Tract, unless in defense of life or property. Hunting is not allowed. Trapping is allowed only with the use of live trap or Hav-A-Heart traps. No log hold traps are allowed.

**R. Preservation of Lands and Scenery.** Revegetation of disturbed areas must be completed by the end of the first growing season following substantial completion of construction. After a residence is established on a Tract and the water system installed, the Owner is required to plant and maintain trees, shrubs or other appropriate vegetation in a configuration consistent with shelter belts and/or windbreaks as recommended by the University of Wyoming Coop Extension Service. Under no circumstances shall the Owner allow a Tract to become overgrazed as defined by the Soil Conservation Service, regardless of the number of animals authorized to be grazing upon a Tract.

**S. Invitees or Lessees.** Invitees, guests and lessees of the Owner are required to comply with this document and it is the Owner's responsibility to inform invitees, guests or lessees of the rules and regulations and to enforce said rules and regulations. The use of a motor home by the guests of the Owner shall be restricted to a period not to exceed ninety (90) days duration.

#### ARTICLE VI GENERAL PROVISIONS

**A. Additional Property Subject to Covenants.** Declarant shall have the right to bring within the scheme of this Declaration the additional property lying within "Tract 2", "Tract 3", "Tract 4", and "Tract 5" as depicted on the Map. The additions authorized under this subsection shall be made, if at all, by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions for Land Separately Owned ("Supplementary Declaration") with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may include the following: (i) the grant to the additional property



owner or owners of the right to be included on the Architectural Control Committee established by this Declaration, (ii) the establishment of a homeowner's or other association to advance the purposes of this Declaration (subject only to the limitation provided in ARTICLE III, Section "B" herein), and (iii) other complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. Declarant makes no assurances that any additional property will be added, nor does Declarant make any assurances as to the order in which part or parts of the additional property may be submitted to these Declarations.

**B. Enforcement.** Declarant, any Tract Owner and any Contiguous Property Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and reservations now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**D. Amendment and Revocation.** This Declaration may be amended by a majority vote of the Declarant, for so long as they own Contiguous Property; all Tract Owners subject to this Declaration at the time of recording the amendment; and all Contiguous Property Owners owning Contiguous Property at the time of recording the amendment. This Declaration shall not be revoked without the unanimous consent of the Declarant, for so long as they own Contiguous Property; all Tract Owners subject to this Declaration at the time of recording; the revocation and all Contiguous Property Owners owning Contiguous property at the time of recording the revocation. For purposes of this provision, each tract of Contiguous Property as described herein under separate ownership shall be entitled to one vote. Notice of amendment or revocation, duly acknowledged, is required to be recorded with the Clerk and Recorder of Albany County, Wyoming.

**E. Term.** This Declaration shall run with and bind the Tracts until revoked as herein provided.

DATED THIS 23rd day of December, 1997.

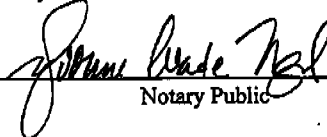
  
Richard J. McGuire

  
Kristine E. McGuire

ACKNOWLEDGMENT

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

On this 23rd day of December, 1997, before me, a notary public, personally appeared Richard J. McGuire and Kristine E. McGuire, personally known to me to be the persons whose names are subscribed to this instrument, and acknowledged that they executed the same.

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



Commission expires: 2/7/98

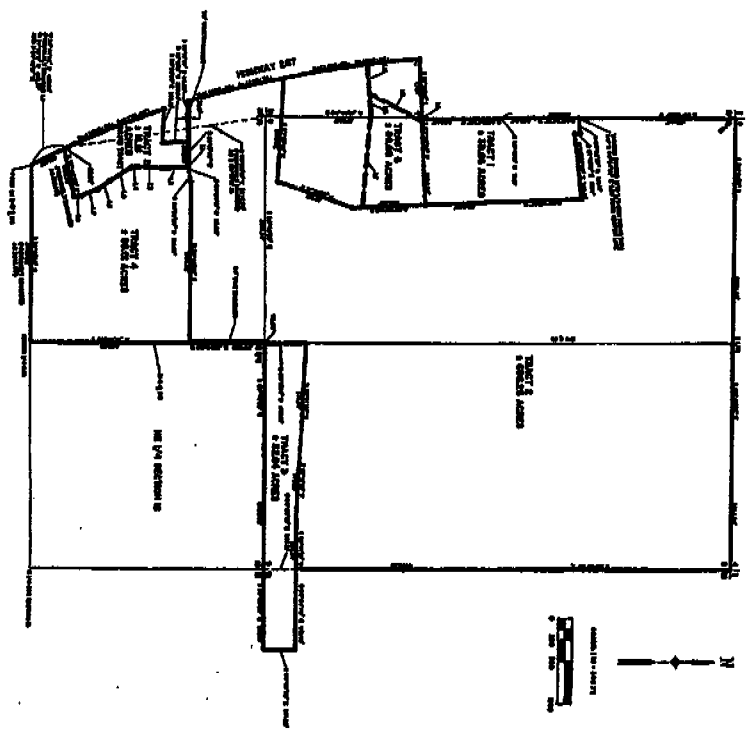
INSTRUMENTS: EXHIBIT A  
MAP

EXHIBIT A  
TO  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR LAND SEPARATELY OWNED

OLD OXFORD HORSE RANCH

LANDS IN SECTIONS 8, 9, 10, 16, AND 17, TOWNSHIP 14 NORTH, RANGE 73 WEST, OF THE  
6TH PRINCIPLE MERIDIAN (P.M.), ALBANY COUNTY, WYOMING, MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 73  
WEST AND PROCEEDING  
THENCE SOUTH 89°54'17" EAST, 2638.48 FEET TO THE NORTH 1/4 CORNER OF  
SECTION 9;  
THENCE SOUTH 89°45'42" EAST, 2634.84 FEET TO THE NORTHEAST CORNER OF  
SECTION 9;  
THENCE SOUTH 00°07'58" EAST, 4938.23 FEET ALONG THE EASTERLY LINE OF  
SECTION 9;  
THENCE SOUTH 89°54'30" EAST, 931.45 FEET;  
THENCE SOUTH 00°07'58" EAST, 364.28 FEET, PARALLEL WITH THE EASTERLY LINE  
OF SECTION 9 TO A POINT ON THE SOUTHERLY LINE OF SECTION 10;  
THENCE SOUTH 89°48'29" WEST, 931.45 FEET TO THE SOUTHEAST CORNER OF  
SECTION 9;  
THENCE SOUTH 89°48'29" WEST, 2650.30 FEET TO THE SOUTH 1/4 CORNER OF  
SECTION 9;  
THENCE SOUTH 00°04'31" WEST, 848.84 FEET ALONG THE NORTH - SOUTH  
CENTERLINE OF SECTION 16;  
THENCE SOUTH 00°04'31" WEST, 1914.60 FEET ALONG THE NORTH - SOUTH  
CENTERLINE OF SECTION 16 TO THE CENTER 1/4 CORNER;  
THENCE SOUTH 89°51'44" WEST, 2063.82 FEET (PREVIOUSLY RECORDED AS 2062.83  
FEET) ALONG THE EAST - WEST CENTERLINE OF SECTION 16 TO A POINT ON THE  
EASTERLY LINE OF HIGHWAY 287;  
THENCE NORTH 26°44'02" WEST, 462.80 FEET (PREVIOUSLY RECORDED AS NORTH 25°  
56'19" WEST, 463.37 FEET) ALONG THE EASTERLY LINE OF HIGHWAY 287 TO THE  
SOUTHWEST CORNER OF TRACT 5;  
THENCE 174.97 FEET AROUND A CIRCULAR CURVE TO THE RIGHT ALONG THE  
EASTERLY LINE OF HIGHWAY 287, WITH A RADIUS OF 8285.00 FEET, THE CHORD OF  
WHICH BEARS NORTH 23°02'04" WEST, 174.86 FEET (PREVIOUSLY RECORDED AS  
NORTH 23°03'20" WEST, 174.44 FEET) TO THE WEST CORNER OF TRACT 5;  
THENCE SOUTH 89°22'27" EAST, 399.10 FEET;  
THENCE NORTH 02°51'51" WEST (PREVIOUSLY RECORDED AS NORTH 02°51'51" EAST),  
287.04 FEET TO THE NORTHWEST CORNER OF TRACT 3;  
THENCE SOUTH 89°17'47" WEST, 481.50 FEET TO THE SOUTHWEST CORNER OF TRACT  
2 AND TO A POINT ON THE EASTERLY LINE OF HIGHWAY 287;  
THENCE 129.71 FEET AROUND A CIRCULAR CURVE TO THE RIGHT ALONG THE EASTERLY  
LINE OF HIGHWAY 287, WITH A RADIUS OF 8285.00 FEET, THE CHORD OF WHICH BEARS  
NORTH 19°38'28" WEST, 129.24 FEET, TO THE WEST CORNER OF TRACT 2;  
THENCE 1562.18 FEET AROUND A CIRCULAR CURVE TO THE RIGHT ALONG THE  
EASTERLY LINE OF HIGHWAY 287, WITH A RADIUS OF 8285.00 FEET, THE CHORD OF  
WHICH BEARS NORTH 08°48'24" WEST, 1560.93 FEET TO THE NORTHWEST CORNER OF  
TRACT 6;  
THENCE NORTH 87°29'24" EAST, 721.7 FEET TO THE LINE COMMON TO SECTIONS 8  
AND 9;  
THENCE NORTH 87°29'21" EAST, 21.72 FEET TO THE SOUTHWEST CORNER OF TRACT 6  
THENCE NORTH 00°24'26" WEST, 902.29 FEET;  
THENCE NORTH 89°41'35" WEST, 15.81 FEET TO THE LINE COMMON TO SECTIONS 8 AND  
9;  
THENCE NORTH 00°02'10" WEST, 888.94 FEET ALONG THE LINE COMMON TO SECTIONS  
8 AND 9 TO THE NORTHWEST CORNER OF TRACT 6  
THENCE NORTH 00°02'10" WEST, 1771.56 FEET, MORE OR LESS, TO THE POINT OF  
BEGINNING.



**OLD OTFORD HORSE RANCH**  
TRACTS OF LAND IN SECTIONS 8, 9, 10, 15,  
AND 17, TOWNSHIP 14 NORTH, RANGE 73  
WEST, 6TH P.M., ALBANY COUNTY, WYOMING



**OLD OTFORD HORSE RANCH**  
TRACTS OF LAND IN SECTIONS 8, 9, 10, 15,  
AND 17, TOWNSHIP 14 NORTH, RANGE 73  
WEST, 6TH P.M., ALBANY COUNTY, WYOMING

PREPARED BY: GARDNER & ASSOCIATES, L.L.C.

T3470

**COVENANTS**

STATE OF WYOMING )  
                          )  
COUNTY OF ALBANY )

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR LANDS SEPARATELY OWNED**

THIS DECLARATION, made on the date hereinafter set forth by Richard J. McGuire and Kristine E. McGuire, husband and wife, owners of the lands hereinafter described on Exhibit A attached hereto, hereinafter referred in the singular as "Declarant."

**WITNESETH:**

WHEREAS, Declarant is the owner of certain real property situated in the County of Albany, State of Wyoming, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN,

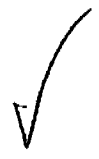
and hereinafter referred to as the "Real Property" or "Tract"; and

WHEREAS, Declarant desires to establish by this declaration a plan for the ownership in fee simple of real property estates separately owned.

NOW, THEREFORE, Declarant does hereby publish and declare that the Tract is hereby subject to use and ownership as set forth herein and the following terms, covenants, conditions, easements and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property, their grantees, heirs, successors, or assigns.

**ARTICLE I  
DEFINITIONS**

Section 1. "Declarant" shall mean and refer to Richard J. McGuire and Kristine E. McGuire, husband and wife, and their successors and assigns.



Section 2. "Tract" means the individually owned land subject to this Declaration.

Section 3. "Buildings" means a single building and/or buildings located on the Tract.

Section 4. "Mortgagee" means a mortgagee or any successor to the interest of such person or entity, named the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which the Tract is encumbered.

Section 5. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns the Tract but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

## ARTICLE II NATURE OF OWNERSHIP

A. Division. The real property described in Exhibit A which has been submitted to individual ownership is hereby divided into a fee simple estate. The estate shall consist of a separately designated Tract. Title to the Tract is hereby made subject to the terms and conditions hereof, which shall bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquired the Tract.

B. Taxation. Declarant shall give written notice to the Assessor of Albany County, Wyoming, so that the Tract shall be deemed a separate parcel and subject to separate assessment and taxation.

C. Owning Entity. The Tract may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

D. Inseparability. No part of the Tract or of the legal rights comprising ownership thereof may be separated from any other part thereof during the period of ownership prescribed herein, so that the Tract must be conveyed, rented or encumbered only as a constituent Tract.

E. Partition. Neither an Owner nor a Group of Owners shall have the right to combine, divide, or partition the Tract, and in taking title to the Tract, the Owner thereof shall be deemed to have waived any and all rights to combine, divide or partition. A violation of this Section shall entitle the Declarant to injunctive relief and to personally collect, jointly and severally, from the parties' violating the same, attorney's fees, costs and other damages the Declarant incurs in connection therewith.

### ARTICLE III EASEMENTS

[This section intentionally left blank.]

### ARTICLE IV USE OF TRACTS

A. Residential. The Tract shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of the Tract for residential purposes shall not be considered to be a violation of this covenant, however, the length of the lease or rental shall be of six (6) months duration or longer. The Owner of the Tract shall be held responsible for the lessee's compliance with these covenants.

B. Prohibitions. No operation or activity shall be permitted by an Owner, its guests, invitees or another within or upon any portion of the Tract which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body or any applicable protective restriction and covenants.

C. Architectural Control.

[This section intentionally left blank.]

### ARTICLE V ROAD MAINTENANCE

[This section intentionally left blank.]

**ARTICLE VI  
USE, CONSTRUCTION AND MAINTENANCE  
COVENANTS AND RESTRICTIONS**

A. Residential Use. The Tract herein described is hereby restricted in use for single family, residential purposes only, and neither the premises nor any improvements thereon shall be used for any commercial, industrial, public, illegal or immoral purpose or purposes, and no public nuisance shall be maintained or permitted to exist thereon; provided however, that any person who practices a profession such as doctor, lawyer, architect, engineer or such other similar professional occupation, may maintain as an integral part of the physical residence, an office which may not be his principal office.

B. Construction. All construction is to be performed on site although qualifying prefabricated housing shall be permitted. All buildings shall be appropriate in character, design and architecture for the area. No building shall be erected, altered, placed or permitted to remain on any part of the property herein above described, other than the following:

- one (1) detached, single family, one-story or one and one-half story [above ground] dwelling, one (1) private garage, and one (1) building [such as a storage shed] incidental to residential use; and
- one (1) detached, one-story or one and one-half story [above ground] barn not to exceed 1000 square feet in floor area.

All construction and alteration shall comply with the provisions of the following standard codes or their official amendments:

Uniform Building Code, current edition, International Conference of Building Officials;  
National Plumbing Code, current edition;  
National Electrical Code, current edition;  
National Fire Protective Association, International

and with such State of Wyoming and Albany County building and safety codes as may be applicable. Variances from the terms of such codes may be made only pursuant to the variance provisions of the applicable codes may be made only with the consent of the Architectural Control Committee.

C. Subdivision. No portion of the above-described Tract shall be subdivided.



D. Utilities. All utilities and service lines, including power coming from the existing power line which crosses the Tracts, shall be underground within the Tract boundaries. Propane as a heating or cooking fuel shall be allowed on the premises, but such storage tank shall not be visible from US Highway 287, from the access roads or from the view of contiguous property owners. Shielding of site placement by means of vegetation, fencing or structures is acceptable.

E. Waste Disposal.

1. A waste water treatment system for the Tract must be installed by the Owner pursuant to applicable rules and regulations.

2. Solid waste shall be disposed of by the Owner. Trash, garbage or other wastes shall be kept within the buildings or within trash disposal dumpsters. No part of the premises shall be used as dumping grounds or for the accumulation of litter, trash, junk or garbage. No burning of litter, trash, refuse or garbage will be allowed on the premises. Accumulation of litter from the barns may be temporarily stored outside the barn, but must be removed no less frequently than once a year.

F. Water System. Each structure designed for occupancy by human beings shall be connected to a private well provided by the Owner. The water supply system shall be the responsibility of the Owner and shall conform to the standards of the Wyoming State Public Health Department and the Wyoming Department of Environmental Quality, and shall be permitted by the Wyoming State Engineers Office. The Owners may install a windmill to feed and supply appurtenant stock tank/fish ponds.

G. Excavation and Mining. Tract Owners are prohibited from conducting excavation and mining of any kind including that for stone, sand, gravel or earth on any portion of the Tract, except for such excavation as may be necessary in connection with the erection of an improvement thereon.

H. Continuity of Construction. All structures commenced shall be prosecuted diligently to completion and shall be completed within 18 months of commencement. At all times during construction, the construction site shall be cleaned up and maintained in a neat, orderly and safe condition.

I. Fences. Fences around the Tract boundary may be erected provided such boundary fences are not of sheep mesh (12x6x6). Fencing around the dwelling site shall be limited to approved post and board, chain link/mesh, post and pole or

natural wooden slab construction and shall not enclose more than three (3) acres in area. No chain link greater than 48" tall shall be permitted.

J. Architectural Control, Design and Construction. All structures shall be erected, placed or altered on the Tract subject to the following restrictions:

In general, all structures shall blend in with the surrounding environment in color, texture and design. Specific requirements are as follows:

1. Maximum structure height shall be thirty (30) feet.
2. All exterior surfaces are to be earth or sky tone colors. Plain plywood will not be acceptable as exterior siding.
3. Roof surfaces are to be wooden shingles or shakes, asphalt shingles, or metal roofing with a baked enamel finish, and all shall be a dark earth tone in color.
4. Minimum square footage of living area on any one level in a dwelling shall be 1,000 square feet. The maximum square footage of living area for the entire dwelling structure shall not exceed 5,000 square feet.
5. Maximum square footage of a garage, storage building or barn shall be 1,000 square feet for each such structure and the same architectural requirements stated above must be followed.
6. Qualifying prefabricated structures [non-axial] are defined as at least 24 feet wide by 42 feet long, modular homes installed with complete, permanent skirting and with at least 600 square feet of pedestrian entrance way decking or a suitable patio constructed of concrete, brick or flag stone.

K. Improvement Location. No improvements shall be constructed closer to any property line or easement boundary less than a distance of thirty (30) feet. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of such improvement. Consideration shall be given to place structures so as to provide continuity within the natural landscape.

L. Nuisances. No noxious or offensive activities shall be carried on upon any part of the Tract, nor shall anything be done, tolerated or suffered thereon which may become an annoyance or nuisance to immediately contiguous landowners. Fireworks or any other high noise level activity shall not be permitted.

M. Temporary Residence. No construction trailer, basement, garage, or other out-building erected on said Tract for construction purposes shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Mobile homes are not permitted and shall not be used as temporary or permanent residences at any time except as provided in this article, section "T".

N. Signs. No signs of any kind or character shall be displayed to the public view on the Tract, except:

1. A sign advertising the premises for sale, rent or open for inspection, which sign shall not exceed a surface area of six (6) square feet.

2. A sign, such as an overhead ranch board over an entrance gate, identifying the Owner or occupant of a residence situated upon said premises, which sign shall not have a surface area exceeding twenty (20) square feet.

3. Any light used to illuminate signs, parking areas, corrals, or for any other purpose shall be so arranged as to reflect the light away from the nearby residences and away from the vision of passing motorists.

O. Fire Safety Requirements.

1. Access roads must be kept clear and passable.

2. Approved numbers for addresses shall be placed on all new buildings in such a manner as to be plainly, visibly and legibly read from the road fronting the residence.

3. Smoke detectors shall be installed in each dwelling and barn in accordance with new construction requirements.

4. Heating appliances shall be installed and maintained in accordance with their listing instructions and applicable section of building codes.

5. It is recommended that fire extinguishers be located within kitchen areas and near solid fuel appliances.

P. Animals. Indoor pets are unrestricted. They are defined as small, domestic creatures such as small dogs, cats, rats, ferrets, birds, fish and the like, which spend the majority of their time inside the confines of the domestic living area. Outdoor pets and livestock will be confined to two (2) permanently resident dogs AND up to five (5) barn cats AND two (2) permanently resident large herbivores (such as horses, cows or llamas), OR twelve (12) permanently resident small herbivores (sheep or goats) OR six (6) permanently resident ratites AND/OR two (2) temporarily resident animals enrolled in current 4-H or FFA projects. No pigs may be permanent residents, although temporary 4-H or FFA projects are allowed. Poultry are allowed. Permanently resident horses or dogs used in 4-H or FFA projects count as permanent residents. Young livestock produced by resident dams are allowed until they are weaned. At such time, they will count as permanent residents. Permanently resident dogs are defined as family pets which spend the majority of their time outside of the confines of the domestic living area. Those belonging to transient visitors are excluded as are litters produced by family dogs. However, puppies past weaning age will be counted as permanently resident dogs. All dogs must be kept confined to the three (3) acre home site by means of a dog-proof fence, electronic shock perimeters, kennels or chains unless supervised by Owner. Any unsupervised dogs outside this fenced area may be deemed a threat to livestock and may be subject to sanction.

Q. Vehicles and Machinery. Vehicles are expected to be parked in a garage, barn, or except for daily commuter vehicles, out of sight of the highway and contiguous property Owners. No vehicular parking is allowed outside the three (3) acres surrounding the dwelling site unless immediately adjacent to another structure. In addition, one (1) tractor OR other large farm vehicle is allowed. One (1) stock trailer, one (1) flatbed trailer, (1) boat and one (1) recreational vehicle may also be parked in a permanent manner in an orderly fashion within the dwelling site or immediately adjacent to another structure. Sport/recreational vehicles such as ATV's, motorcycles and snow machines are not allowed off designated roadways unless engaged in agricultural pursuits. They must be stored out of sight of contiguous Owners or within a covered structure at all times.

R. Sporting Activities. Firearms may not be fired at any time within the boundaries of the Tract, unless in defense of life or property. Hunting is not allowed. Trapping is allowed only with the use of live trap or Hav-A-Heart traps. No leg hold traps are allowed.

S. Preservation of Lands and Scenery. Revegetation of disturbed areas must be completed by the end of the first growing season following substantial completion of construction and issuance of a certificate of occupancy. After a dwelling is established upon the building site and the water system installed, the Owner is

required to plant and maintain trees, shrubs or other appropriate vegetation in a configuration consistent with shelter belts and/or windbreaks as recommended by the University of Wyoming Coop Extension Service. Under no circumstances shall the Owner allow the Tract to become overgrazed as defined by the Soil Conservation Service, regardless of the number of animals authorized to be grazing upon the Tract.

T. Invitees or Lessees. Invitees, guests and lessees of the Owner are required to comply with this document and it is the Owner's responsibility to inform invitees, guests or lessees of the rules and regulations and to enforce said rules and regulations. The use of a motor home by the guests of the Owner shall be restricted to a period not to exceed ninety (90) days duration.

U. Variance. [This section intentionally left blank.]

#### ARTICLE VIII GENERAL PROVISIONS

A. Enforcement. The Declarant, or any Owner of immediately contiguous real property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

C. Revocation. [This section intentionally left blank.]

D. Amendment. The covenants and restrictions of this Declaration shall run and bind the Tract, for a term of thirty (30) years from the date this Declaration is recorded, after which time it will naturally expire by its terms. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owner, their heirs, successors and assigns, and the Declarant, and its heirs, successors and assigns owning property immediately contiguous to the Tract.

DATED THIS 16<sup>th</sup> day of October, 1997.

*Richard J. McGuire*  
\_\_\_\_\_  
Richard J. McGuire

*Kristine E. McGuire*  
\_\_\_\_\_  
Kristine E. McGuire

ACKNOWLEDGMENT

STATE OF WYOMING )  
                              ) ss.  
COUNTY OF ALBANY )

On this 16<sup>th</sup> day of October, 1997, before me, a notary public, personally appeared, Richard J. McGuire and Kristine E. McGuire, personally known to me to be the person whose names are subscribed to this instrument, and acknowledged that they executed the same.



*Susan Adler*  
\_\_\_\_\_  
Notary Public

My Commission expires: December 27, 1999

EXHIBIT A

A tract of land situated in NW¼ Section 16 and NE¼ Section 17, Township 14 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point on the Easterly right-of-way line of U.S. Highway 287, which is monumented with a Wyoming Highway Department concrete right-of-way marker with brass cap which lies South 09°31'31" East, 2277.09 feet from corner common to Sections 8, 9, 16 and 17, Township 14 North, Range 73 West, which point lies on the west line of the land in Section 16 conveyed in Warranty Deed recorded July 31, 1992 in Book 430, page 194;

thence from the POINT OF BEGINNING proceeding 1174.97 feet along the easterly line of U.S. Highway 287, which is coincident with the westerly line of the land conveyed in Section 16 and is the westerly line of the land conveyed in Section 17 in Book 430, page 194, around a circular curve to the right with a radius of 11285.00 feet, the chord of which bears North 23°03'20" West, 1174.44 feet;

- thence South 89°22'27" East, 399.10 feet;
- thence North 02°51'51" East, 287.04 feet;
- thence North 89°17'47" East, 292.97 feet;
- thence South 02°27'46" East, 297.02 feet;
- thence South 03°21'04" West, 287.27 feet;
- thence South 08°16'35" East, 63.00 feet;
- thence South 32°07'25" East, 288.68 feet;
- thence South 33°00'33" East, 172.67 feet;
- thence South 22°05'13" East, 197.77 feet;
- thence South 09°47'29" East, 84.55 feet;

thence South 77°43'09" West, 561.56 feet to a point on the easterly right-of-way line of U.S. Highway 287 and the westerly line of the land conveyed in Section 16 in Book 430, page 194;

thence North 24°49'13" West, 52.05 feet, more or less, coincident with the westerly line of the land conveyed in Section 16 in Book 430, page 194, to the point of beginning.

Reference bearing for the foregoing description is North 89°48'29" East for the northerly line of Section 16, Township 14 North, Range 73 West of the 6th P.M.

*TR #2  
map 1417  
map 2*

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
LAND SEPARATELY OWNED**

THIS AGREEMENT is made effective this 15<sup>th</sup> day of June, 1998 by and between Richard J. McGuire and Kristine E. McGuire, husband and wife; ~~Ronald Davis and Jennett Davis, husband and wife;~~ and Edward Neil Graham and Marguerite A. Graham, husband and wife.

WHEREAS, on January 12, 1998, a certain Declaration of Covenants, Conditions and Restrictions for Land Separately Owned was recorded in the Office of the County Clerk, Albany County, Wyoming, as document #1998 165 [hereafter "Covenants"]; and

WHEREAS, said Covenants may be amended, in accordance with the procedure set forth therein; and

WHEREAS, the parties hereto wish to amend said Covenants as more specifically described below.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto, the adequacy of which is acknowledged, it is agreed that the Covenants as they relate to Tract 6, *Old Oxford Horse Ranch*, Albany County, Wyoming, are amended as follows:

1. Article IV. Section D. of the Covenants provides, *inter alia*, as follows: "This Declaration may be amended by a majority vote of the Declarant, for so long as they own Contiguous Property; all Tract Owners subject to this Declaration at the time of recording the amendment; and all Contiguous Property Owners owning Contiguous Property at the time of recording the amendment."

2. "Declarant" is defined in Article I. Section G. of the Covenants as "Richard J. McGuire and Kristine E. McGuire, husband and wife, and their heirs, successors and assigns."

3. "Tracts" are defined in Article I. Section B. of the Covenants as "Tract 1, Tract 5 and Tract 6, *Old Oxford Horse Ranch*."

4. "Contiguous Property" is defined in Article I. Section G. of the Covenants as "any portion or portions of the *Old Oxford Horse Ranch* outside of 'Tract 1' and 'Tract 6,' that is, the lands within 'Tract 2', 'Tract 3', 'Tract 4', and Tract 5' as shown upon the Drawing" or map attached hereto as Exhibit A and made a part of this Amendment.

**THIS DOCUMENT IS RECORDED BY  
POWELL TITLE & ESCROW, INC.  
AS AN ACCOMMODATION ONLY.**