

STATE OF WYOMING
COUNTY OF ALBANY
FILED FOR RECORD
MAY 20 1992

92 MAY 20 PM 12:35
AND/OR RECORDED IN THE
PROPERTY RECORDS
EUGENE J. GONZALES
COUNTY CLERK
1992

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
Rambler Inc., a corporation, hereinafter referred to as
"Declarant."

W I T N E S S E T H:

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

The Rambler, a Mountain Subdivision lying in
Sections 32 and 33, Township 15 North, Range
79 West and Sections 4 and 5, Township 14
North, Range 79 West of the 6th P.M., Albany
County, Wyoming.

and including Units as are more particularly described and
identified in the final plat of The Rambler attached hereto, and
hereinafter referred to as "Real Property;" together with the
rights and responsibilities as more fully set forth in the
easements as recorded in the Albany County Clerk's office.

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 lands and improvements constructed and located thereon,
are 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 and improvements, their
grantees, successors, or assigns.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Rambler Inc., and his successors and assigns.

Section 2. "Unit" means individually owned lands.

Section 3. "Project" means the land and all buildings and other improvements located on the land, and all rights, easements, and appurtenances belonging thereto.

Section 4. "Buildings" means a single building and/or buildings containing units as shown on the map.

Section 5. "Map" means the plat, consisting of a map of the land, a legal description thereof, locations of boundaries of each unit, unit identification numbers together with such other information as may be included thereon in the discretion of the Declarant.

Section 6. "Mortgagee" means any person or other entity or any successor to the interest of such person or entity, named as the Mortgagee, trust beneficiary, or creditor under any recorded mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 7. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more units 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).

Section 8. "Association" shall mean and refer to The Rambler, a not for profit corporation, the Bylaws of which shall govern the administration of this property, and the members of which shall be all of the owners of the Units in the entire project.

Section 9. "Board" means the board of directors of the Association as defined in Article VIII of the Articles of Incorporation.

ARTICLE II

PLAT

A. The plat of the land and of the easements thereon shall be filed for record in the office of the Albany County Clerk and Ex-Officio Register of Deeds of Albany County, Wyoming. The plat

shall be filed for record prior to the conveyance of any Unit to a purchaser. The plat shall depict and show the legal description of the land and measurement thereof.

B. Declarant reserves the right to amend the plat from time to time to conform the same according to the actual location of any of the constructed improvements and to establish, vacate, and replace utility easements, access road easements, and parking areas.

ARTICLE III

DESCRIPTION OF UNITS

A. Every contract for the sale of a Unit written prior to the recordation of the Map and this Declaration may legally describe a Unit by its identifying unit designation, followed by the words "The Rambler." The location of such Unit shall be depicted on the Map subsequently recorded. Upon recordation of the Map in the County of Albany, Wyoming, such description shall be conclusively presumed to relate to the thereon described Units.

B. After the Map and this Declaration have been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds, of Albany County, Wyoming, every contract, deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Unit as follows:

Unit No. _____, Block No. _____ The
Rambler, in accordance with the Declaration
recorded on _____, 19____, in
Book _____ at Page _____ and Map recorded
on _____, 19____, in Book _____ at
Page _____ of the Albany County, Wyoming
Records.

C. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect the Unit. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner's Unit.

ARTICLE IV

NATURE OF OWNERSHIP

A. Division. The real property described in the final plat which has been submitted to individual ownership, is hereby divided into fee simple estates. Each such estate shall consist of a separately designated Unit. Title to each Unit 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 his Unit.

B. Taxation. Declarant shall give written notice to the Assessor of Albany County, Wyoming, of the sale of a unit, which is subject to assessment and taxation.

C. Owning Entity. A Unit 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 a Unit 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 each Unit must be conveyed, rented or encumbered only as a constituent Unit.

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

ARTICLE V

EASEMENTS

Easements. Within roadway easement areas, no structure, planting or other materials shall be placed or permitted to remain which would or could damage or interfere with the installation or maintenance of the roadways.

Roadways within the project are private roadways for the use of the individual Owners of the Units, and the guests and agents of the Owners with the following exception. The Declarant, and its successors and assigns, and public agencies and utilities shall have the right to use the roads within the Project to reach public and private lands adjacent to the Project.

ARTICLE VI

USE OF UNITS

A. Residential. Each Unit 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 a Unit for lodging or residential purposes shall not be considered to be a violation of this covenant. However, the length of lease or rental shall be of six (6) months duration or longer. The Owner of the Unit

shall be held responsible for the leasee's compliance with these covenants.

B. Prohibitions. Nothing shall be done or kept in any Unit thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion on the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body or the Bylaws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants.

C. Architectural Control Committee. The Architectural Control Committee shall be the officers of the Association, including all directors, as elected by the membership from time to time in accord with the Articles of Incorporation and the Bylaws of the Association, or a sub-committee thereof as may be authorized or established by the Bylaws.

ARTICLE VII

ASSOCIATION ORGANIZATION

A. Administration and Management. An owner of a Unit shall become a member of the Association upon conveyance to him of his Unit and shall remain a member for the period of this ownership. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of a Unit the right to examine the books and records of the Association at any reasonable time.

B. Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any owners as set forth herein.

C. Voting Rights. The Association shall have two classes of voting membership:

(1) Class A. Class A member(s) shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among

themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

(2) Class B. Class B membership shall extend to the Declarant and shall be entitled to three (3) votes for each Unit not owned by a Class A member. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership.

D. Association Functions. The Association shall promote the recreation, health, safety, and welfare of the residents of the units which may include, among other things, management, trash collection, road repairs and maintenance and other activities mutually approved for joint benefit of owners.

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

F. Notice and Quorum for any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days, in advance of the meeting.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

A. Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties, hereby covenants, and each Owner of any Unit 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 annual assessments or charges.

B. Creation of the Lien. The Assessments and special 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 property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation on the person who was the Owner of such property at the time when the assessment fell due. Subject to