

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
SOUTH FORK ACRES

THIS DECLARATION, made this 13th day of July, 1980, by Ernest H. Anderson and Betty Jo Anderson, hereinafter referred to as "Declarants".

WHEREAS, Declarants are the owners of all that real property situated in Albany County, State of Wyoming, known and described as South Fork Acres, the legal description of which is included under Article II of this Declaration, and

WHEREAS, the Declarants desire to provide for the preservation of the values and the amenities in the land known as South Fork Acres, and for the maintenance of the natural beauty and value of said property, and to this end, desire to subject said real property to the covenants, restrictions and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, their heirs, successors, administrators, grantees, and assigns;

NOW THEREFORE, Declarants hereby declare that the said real property is and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the restrictions, limitations, uses, covenants and conditions hereinafter set forth, which are for the purpose of protecting the value and desirability, and which shall run with the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors, administrators, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration shall have the following meanings:

- (a) "The Properties" shall mean all real property as described in Article II.
- (b) "Tract" shall mean and refer to any of the separately and individually described tracts of land shown on the Plat Map attached hereto as Exhibit 1. "Tract" shall also mean and refer to any tract which results from a single division of an original tract. "Original Tract" means each tract that is shown on the Plat Map attached hereto as Exhibit 1.
- (c) "Tract Owner" shall mean all record owners, whether one or more persons or entities, of the fee simple title to any tract, or a person obligated to pay general property taxes under a contract to purchase real property, but shall not mean or refer to any mortgagee unless and until such mortgagee has required fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (d) "Outbuilding" shall mean any building, including a coop, which is not the residential structure on the tract.

ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Properties. The real property which is and shall be held, transferred, sold, mortgaged, conveyed and occupied subject to this Declaration and which is located in the County of Albany, and is more particularly described as follows:

(Legal Description to be inserted here.)

Section 2. Tracts. The tracts which are and shall be held, transferred, sold, mortgaged, conveyed and occupied subject to this Declaration are within the above legal description of said real property. The original tracts are shown on the Plat Map attached hereto as Exhibit 1.

### ARTICLE III

#### GENERAL PROVISIONS

Section 1. All restrictions, limitations, uses, covenants and conditions hereinafter set out are to run with the land and shall be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors, and assigns, and said restrictions, limitations, uses, covenants and conditions shall run with the land for a period of one hundred (100) years from the date that this Declaration is validated by signature. After that time said restrictions, limitations, uses, covenants and conditions shall be automatically extended for a successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the tracts as has been recorded agree to amend said covenants in whole or in part.

Section 2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages. Enforcement shall be by the Homeowner's Association. If the Homeowner's Association refuses to act to carry out this responsibility, then any Tract Owner may bring a civil action to enforce these covenants, conditions and restrictions.

Section 3. Invalidation of any one of these restrictions, limitations, uses, covenants or conditions by judgement or by a court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE IV  
LAND USE RESTRICTIONS

Section 1. All residential structures and outbuildings shall be compatible with the character, quality and amenities of the properties, in harmony with the natural surroundings and shall be aesthetically attractive. No building, improvement, modification or renovation shall be permitted until the plans and specifications therefore have been submitted to and approved by the Homeowner's Association. Unless the owner is notified in writing of any objections by the Homeowner's Association within thirty (30) days after submission, said plans and specifications shall be deemed approved.

Section 2. There shall be allowed only two single family dwellings for each Tract, together with private garages and other approved outbuildings and no other structures shall be erected, placed or permitted on the tract.

Section 3. Mobile homes, tents or other temporary living quarters of any kind shall not be permitted; provided, that this covenant shall not be applicable for such that are located on the premises for a total continuous period of not more than one (1) year and are used in connection with construction of a main building; and provided further, that this covenant shall not be applicable to the temporary use, not to exceed a total of fifteen (15) days in any calendar year, of mobile homes or tents for recreational or sleeping purposes for guests or to supplement family needs.

Section 4. Owners shall not permit any activity which results in excessive amounts of dust, fumes, odors or noise; provided, that this covenant shall not be applicable to excessive amounts of dust, fumes, odors or noise resulting temporarily from construction of approved buildings or maintenance of the premises and buildings. The determination as to what constitutes an excessive amount of dust, fumes, odors or noise shall be determined by the Homeowner's

Association and its decision shall be final and binding upon all owners.

Section 5. Trash, garbage or other waste shall not be kept, except in sealed sanitary containers, and no part of the premises shall be used as a dumping grounds, or for the accumulation of litter, trash, junk or garbage.

Section 6. Outdoor toilets of any kind shall not be permitted; provided, that this covenant shall not be applicable where such are located on the premises and used in connection with the construction of a main building; and provided further, as such toilets are used, they shall not be used for more than a period not to exceed one (1) year.

Section 7. No Tract shall be subdivided. The only exception to this covenant is that each original Tract as is shown on the Plat Map (Exhibit 1) may be divided in half. This may be done only once. Once a Tract has been divided in half, all future owners shall not be able to make any further division of any said tract.

Section 8. Before commencing construction, each owner of a Tract must have a soils test completed to determine the type of sewer system needed. The results of said soils test must be submitted to the Homeowner's Association. Regardless of test results, no discharge of sewage will be permitted. Also, each treatment facility shall be of the evapo-transpiration or closed vault type as approved by appropriate health authorities.

Section 9. In the event any structure is destroyed either fully or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform to this Declaration or all debris and remaining portions of the structure including the foundations shall be promptly removed from the property.

Section 10. No sign or advertising of any character except for those of the Declarants and their sales agents and except for a "For Sale" or "For Rent" sign not exceeding 24" x 36" may be placed on the Tract.

Section 11. Horses and cattle may be kept on the Tract as long as said Tract is fenced. Such animals shall not be raised, bred or kept on the Property for any commercial purposes. Each owner may have no more than one (1) dog. Barnyard animals (chickens, ducks, rabbits, etc.) may be kept upon the Tract but said animals must be cooped. Any such coop must match the primary dwelling.

Section 12. Any present or future owner of a Tract is responsible for the upkeep and maintenance of the road passing through that Tract.

#### ARTICLE V

#### EASEMENTS

Section 1. Anything to the contrary herein notwithstanding, the Declarants and/or their agents hereby reserve an Easement and right-of-way over all Tracts for free access to the National forest.

Section 2. All present and future owners of the Tracts shall grant a permanent fifty (50) foot easement on which a road shall be built. Such easement shall follow the present road bed where practicable. Each owner, present or future, hereby agrees to maintain such road and to keep it open for normal use by Tract owners and others.

#### ARTICLE VI

#### HOMEOWNER'S ASSOCIATION

Section 1. Organization. South Fork Acres Inc., a Homeowner's Association, shall be formed as a nonprofit corporation for the purposes set forth in this Declaration.

Section 2. Membership. Each Tract owner shall be a member of the Association and acceptance of fee simple title to a tract shall constitute acceptance of membership in the Association without the necessity of further action, and membership shall be appurtenant to and may not be separated from the Tracts.

Section 3. Voting Rights. All Tract owners shall be entitled to one (1) vote for each Tract in which they hold the fee simple title. When more than one person holds the fee simple title for a Tract, the vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Tract.

Section 4. Ernie A. Anderson and Betty Jo Anderson, or the survivor thereof, shall be a member of the South Fork Acres Inc. Homeowner's Association. As the original owners of the Property covered under the Declaration, they shall be entitled to one (1) vote for each "Tract" that they own. As each Tract is conveyed to a new owner, that vote is also conveyed. After the Declarants have conveyed all Properties described herein, they, or the survivor thereof, shall continue membership in the Homeowner's Association and shall serve in an advisory capacity but will not be entitled to vote.

Section 5. Duties. The Association shall have and perform each of the following duties for the benefit of the members of the Association:

(1) Association property. To accept, own, manage, improve, operate and maintain any real property or interest owned by the Association and any personal property owned by the Association.

(2) Enforcement. To enforce, on its own behalf and on the part of all Tract owners, all covenants, conditions and restrictions set forth in this Declaration as beneficiary of them and under an irrevocable agency hereby granted coupled with an interest in the properties.

IN WITNESS WHEREOF, the Declarants have executed this "Declaration of Covenants, Conditions and Restrictions for South Fork Acres" located in Albany County, Wyoming this 14th day of July, 1980.

*Ernest H. Anderson*  
Ernest H. Anderson

*Betty Jo Anderson*  
Betty Jo Anderson

STATE OF WYOMING )  
                          ) ss.  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me  
by ~~Ernest H. Anderson & Betty Jo Anderson~~ this 14<sup>th</sup> day of  
July, 1980, husband & wife

Witness my hand and official seal

*Cathy Holen*  
Signature

*Notary Public*  
Notary



My Commission Expires June 13, 1984



## LEGAL DESCRIPTION

of lands to be conveyed from or to Ernest Anderson

A portion of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 2;  
 All of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2;  
 A portion of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2;  
 A portion of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11;  
 A portion of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11;  
 A portion of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11;  
 A portion of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11;  
 A portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11;  
 A portion of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11;  
 A portion of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14;  
 A portion of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 14;  
 All in Township 14 North, Range 78 West, 6th. Principal Meridian, Albany County, Wyoming, being more particularly described as follows;

Beginning at the south  $\frac{1}{4}$  corner brass cap of Section 2, T14N, R78W, 6th. P.M., Albany County, Wyoming; thence N 00°36'02" W a distance of 2709.02 feet to the center  $\frac{1}{4}$  corner of Section 2; thence N 89°12'55" E a distance of 87.66 feet to the right-of-way of the Coalmont Branch of the Union Pacific Railroad; thence along the right-of-way on a curve to the left of radius 1054.93 feet through an arc of 386.91 feet to the point of tangency; thence S 67°54'42" E along the right-of-way a distance of 250.00 feet to the point of curvature; thence along the right-of-way on a curve to the right of radius 883.65 feet through an arc of 398.93 feet to the point of compound curvature; thence along the right-of-way on a curve to the right of radius 5629.58 feet through an arc of 576.76 feet to the east line of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 2; thence along the east line of the W $\frac{1}{2}$  of the SE $\frac{1}{4}$  S 00°27'18" E a distance of 1688.42 feet; thence N 87°59'35" E a distance of 340.40 feet to the right-of-way of the Coalmont Branch of the Union Pacific Railroad; thence along the right-of-way along a curve to the right of radius 3682.41 feet through an arc of 135.79 feet to the point of tangency; thence S 13°53'18" W a distance of 1204.25 feet to the point of curvature; thence along the right-of-way along a curve to the right of radius 1840.76 feet through an arc of 32.13 feet to the east line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11; thence along the east line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11 N 00°34'56" W a distance of 198.98 feet to the right-of-way line of the Coalmont Branch of the Union Pacific Railroad; thence along the right-of-way S 13°53'18" W a distance of 160.54 feet to the point of curvature; thence along the right-of-way along a curve to the right of radius 1790.76 feet through an arc of 145.86 feet to the point of compound curvature; thence along the right-of-way along a curve to the right of radius 854.93 feet through an arc of 91.31 feet to the south line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11; thence along the south line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11 N 88°35'02" E a distance of 55.31 feet; thence along the right-of-way along a curve to the right of radius 904.93 feet through an arc of 596.29 feet to the point of compound curvature; thence along the right-of-way along a curve to the right of radius 1840.76 feet through an arc of 149.93 feet to the point of tangency; thence along the right-of-way S 65°33'18" W a distance of 230.60 feet to the point of curvature; thence along the right-of-way along a curve to the left

of radius 1940.76 feet through an arc of 158.07 feet to the point of compound curvature; thence along the right-of-way along a curve to the left of radius 1004.93 feet through an arc of 230.20 feet; thence along the right-of-way N 42°14'11" W a distance of 50.00 feet; thence along the right-of-way along a curve to the left of radius 1054.93 feet through an arc of 348.76 feet to the point of compound curvature; thence along the right-of-way along a curve to the left of radius 1990.76 feet through an arc of 162.14 feet to the point of tangency; thence S 24°09'18" W along the right-of-way of the Coalmont Branch of the Union Pacific Railroad a distance of 430.30 feet; thence along the right-of-way S 65°50'42" E a distance of 50.00 feet; thence along the right-of-way S 24°09'18" W a distance of 481.00 feet to the point of curvature; thence along the right-of-way along a curve to the left of radius 2996.64 feet through an arc of 183.05 feet to the point of compound curvature; thence along the right-of-way along a curve to the left of radius 1612.61 feet through an arc of 118.51 feet; thence along the right-of-way N 73°33'20" W a distance of 50.00 feet; thence along the right-of-way along a curve to the left of radius 1662.61 feet through an arc of 851.20 feet; thence along the right-of-way N 77°06'40" E a distance of 50.00 feet; thence along the right-of-way along a curve to the left of radius 1612.61 feet through an arc of 521.67 feet to the point of compound curvature; thence along the right-of-way along a curve to the left of radius 1195.92 feet through an arc of 694.46 feet to the right-of-way of Wyoming Highway 11; thence along the right-of-way of Wyoming Highway 11 along a curve to the left of radius 648.51 feet through an arc of 93.05 feet to the point of tangency; thence S 12°00'00" W a distance of 86.60 feet to the point of curvature; thence along the right-of-way along a curve to the right of radius 421.75 feet through an arc of 275.59 feet to the point of tangency; thence along the right-of-way S 49°26'23" W a distance of 39.20 feet to the point of curvature; thence along the right-of-way along a curve to the right of radius 662.34 feet through an arc of 198.37 feet to the point of tangency; thence along the right-of-way S 66°36'00" W a distance of 115.16 feet to the point of curvature; thence along the right-of-way along a curve to the left of radius 1220.92 feet through an arc of 217.00 feet to the point of tangency; thence S 56°25'00" W a distance of 85.40 feet to the point of curvature; thence along the right-of-way of Wyoming Highway 11 along a curve to the right of radius 641.20 feet through an arc of 32.06 feet to the east property line of lands owned now or formerly by Darrell & Paula Jean Hale; thence N 00°14'47" W along the east property line of the Hale property a distance of 119.51 feet; thence S 89°50'58" W along the north property line of the Hale property a distance of 199.50 feet; thence S 89°48'13" W along the north property line of lands owned now or formerly by Ted Johnson a distance of 385.20 feet; thence N 10°55'25" W along the east property line of lands owned now or formerly by Rudolph Peterson and Charles A. & Nancy Vinzant a distance of 221.21 feet to a National Forest Brass Cap Boundary Marker; thence WEST a distance of 2.74 feet to the west line of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14; thence N 00°29'29" W along the west line of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14 a distance of 503.84 feet to the W 1/16 th. corner of Sections 11 & 14; thence N 00°40'18" W along the west line of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 11 a distance of 2654.77 feet to the southwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11; thence N00°40'07" W along the west line of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11 a distance

of 1299.96 feet to the northwest corner of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11; thence along the north line of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 11 N 89°29'47" E a distance of 1319.21 feet to the southwest corner of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11; thence along the west line of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 11 N 00°36'11" W a distance of 1292.58 feet to the point of beginning.

The lands thus described contain a total of 236.833 Acres.

The lands thus described are subject to easements, rights-of-way, and restrictions of record, if any.

THE DISTRICT OF COLUMBIA  
DEPARTMENT OF THE DISTRICT OF COLUMBIA  
RECORDS AND DOCUMENTS SECTION

402