

DECLARATION OF COVENANTS FOR THE
ANTELOPE RANCHES ROAD ASSOCIATION

BOOK 1039 PAGE 229

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	DOROTHY L. TAYLOR COUNTY CLERK	

THIS DECLARATION is made this 22^d day of July, 1993, by
PARK MEADOWS, a General Partnership, ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property
located in Converse County, Wyoming, described as follows:

Township 32 North, Range 70 West of the 6th P.M.

Section 7: Lots 3 and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 17: W $\frac{1}{2}$ NW $\frac{1}{4}$,
NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$

Township 32 North, Range 71 West of the 6th P.M.

Section 11: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$

Section 13: N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 14: N $\frac{1}{2}$ NE $\frac{1}{4}$

(hereinafter the "Subject Property"); and

WHEREAS, THE Declarant desires to provide for the main-
tenance of roads and establish certain standards and charges
covering the Property by means of protective covenants,
assessments and liens; and

WHEREAS, the Declarant has incorporated the Antelope Ranches
Road Association under the laws of the State of Wyoming, as
a non-profit corporation, ("the Association"); and

WHEREAS, the Declarant shall delegate and assign to the
Association the powers and duties of maintaining and
administering the roads and administering and enforcing this
Declaration of Covenants to include the collection of
assessments hereinafter created;

NOW THEREFORE, the undersigned does hereby publish and
declare that, in addition to provisions of Wyoming statues
and the ordinances of Converse County, Wyoming, the following
covenants, easements, and obligations shall be deemed to run
with the land and shall further be a burden and benefit to
the undersigned, their successors, and assigns, and any persons
or entity acquiring or owning an interest in the real property
and improvements, their grantees, and their heirs, executors,
administrators, devisees, successors, assigns, or any portions
thereof.

Section 4: Conveyance of Easements. The Declarant hereby expressly agrees to convey a non-exclusive easement, as reserved to the Association which shall be appurtenant to and shall pass with the title to every tract or parcel of the Property. An Owner's right and easement of enjoyment in and to the Roads shall not be exercised in any manner which subsequently interferes with the right and easement of any Owner with respect thereto, and shall be subject to the following:

- (a) The right of the Association to charge assessments to meet the estimated Common Expenses;
- (b) The right of the County of Converse and any other governmental or quasi-governmental body having jurisdiction over the Property to have access and the right of ingress and egress over and across the Roads.

Section 5: Subdivision Limitation: In no event shall an Owner sell a portion of a tract or parcel the effect of which would create increments of the Property less than twenty (20) acres in size, or as provided for in the Converse County Ordinances or Wyoming Statutes, whichever instance shall be most restrictive.

ARTICLE III. OWNERS' RIGHTS

Section 1: Association Rules and Regulations. The Association shall have the right and power through its Board of Directors to adopt such rules and regulations as it shall determine necessary to regulate and govern the use of the Roads, provided however, that said rules and regulations shall not be discriminatory.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right and easement enjoyment of the Roads to the members of his family, his or her guests, invitees, and tenants, subject to this Declaration, the Articles of Incorporation, and By-Laws of the Association, and all rules and regulations adopted by the Association.

Section 3: It is agreed and acknowledged by the Declarant, the Association and each and all Owners who are now or shall become members of the Association that neither the Declarant, the Association nor any governmental entity shall be required to provide, maintain or repair a water system or sewage disposal system on or serving the Antelope Ranches development and that the

ARTICLE 1: DEFINITIONS

Section 1: "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of any forty (40) acre tract of the Property (or the record owners, whether one or more persons or entities, of any twenty (20) acre tract), created by the division of an original forty (40) acre tract, including contract purchasers, but excluding those having such interest as security for the performance of an obligation.

Section 2: "Road" shall mean and refer to all roads constructed by the Declarant on the Property and subsequently constructed by Owners of the Property which are necessary to provide vehicular access from public roads to tracts or parcels of the Property. "Roads" shall not include private driveways constructed by individual Owners to provide access to dwellings or other structures located upon such Owners' tracts or parcels of the Property. Said roads shall be legally defined in the conveyance of easement as referred to in Article II, Section 4 hereof. All "roads" are subject to these Covenants and are private roads. THERE SHALL BE NO PUBLIC MAINTENANCE OF THESE ROADS DURING THE EFFECTIVE TERM OF THESE COVENANTS OR ANY EXTENSIONS THEREOF.

Section 3: "Common Expenses" shall mean and refer to the cost of road repairs and maintenance, repair and maintenance of an entryway gate, culverts, signs and other structures and shall include by way of example and not limitation, casualty, public liability, and other insurance, taxes, management and administration costs, wages, legal and accounting fees, operational fees, expenses and liabilities incurred by the Association pursuant to or by By-Laws of the Association, the payment of any deficit remaining from a previous period, the creation of a reasonable reserve fund, other sums declared Common Expenses by the provisions of these Covenants, and all other sums lawfully assessed by the Association pursuant to these Covenants, the Articles of Incorporation or the By-Laws of the Association.

Section 4: "Tract or Parcel" shall mean and refer to increments of land consisting of initially, increments of forty (40) acres which may be subject to a one-time division of parcels no less than twenty (20) acres in size.

Section 1: Road Easements. The Declarant hereby expressly excepts and forever reserves unto itself and to its successors, assigns, and invitees, a non-exclusive perpetual road easement sixty feet (60') in width, over and across and thirty feet (30') on each side of a line extended from the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 12 along the 1/8 section line to the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13; and 30 feet on each side of a line extended from the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 along the 1/8 section line to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 13; and 30 feet on each side of a line extended from the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; of Section 12 along the section line to the Southeast corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 7; and 30 feet on each side of the common boundary between the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18; and 30 feet on each side of a line extended from the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18 along the 1/8 section line to the Southeast corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 17; and 30 feet on each side of the common boundary line between SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 18 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 17; and 30 feet on each side of the common boundary between the N $\frac{1}{4}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 11; and 30 feet on each side of a line extended from the Southwest corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11 along the 1/8 section line to the Southwest corner NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14; and 30' on each side of a line extending along the 1/8 section line from the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 12 to the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12; and 30 feet on each side of a line extending along the 1/8 section line from the Southwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12 to the ^{Southwest} Southeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7. Said roads shall be legally defined on the Conveyance of Easement as referred to in Article II, Section 4 hereof.

Section 2: Utility Easement. The Declarant hereby expressly excepts and forever reserves unto itself and to its successors, assigns and invitees, a non-exclusive perpetual utility easement twenty feet (20") in width, adjacent to, parallel with, and on the inside edges of each side of all Road Easements, section lines and the boundary lines of all tracts or parcels of the property, and utility guying easements on all tracts or parcels of the property as required by the utility involved.

Section 3: Maintenance of Easements. The Declarant shall have no obligation to maintain or repair the Roads, or the utility easement once constructed or established, except to the extent that the Declarant continues to be an Owner and member of the Association. The Association is hereby charged with the duty and responsibility of providing for the maintenance, repairs, and renovation of the Roads, and the above-described utility easement.

provision, maintenance and repair of such systems are the sole responsibility of each Owner.

ARTICLE IV: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Every Owner of a tract or parcel of the Property shall become a member of the Association upon acquisition of said tract or parcel. Membership shall be appurtenant to and may not be separated from ownership of the tract or parcel of the property. Membership shall pass by operation of law upon the sale of such tract or parcel; which sale may be by deed or by duly recorded installment land contract. Each Owner shall have one (1) vote per forty (40) acre tract or parcel owned within the Property and shall be entitled to vote as provided in the Articles of Incorporation and By-Laws of the Association. When more than one (1) person or entity holds a beneficial interest in a tract or parcel of the Property, as a joint tenant, tenant in common, or otherwise, all such persons shall be members of the Association but shall be considered as only one (1) Owner for voting purposes. An Owner of twenty (20) acre tract shall be entitled to a one-half ($\frac{1}{2}$) vote.

ARTICLE V: ANNUAL ASSESSMENT

Section 1: Common Expenses. The Association shall yearly prepare and deliver by mail to each member a statement of the annual assessment to provide the Common Expenses.

Section 2: Amount of Assessments. Assessments made for the Common Expenses shall be based upon the cash requirements deemed to be the aggregate sum which the Association shall, from time to time, determine to be paid by the Owners to provide for the Common Expenses. The amount of the assessment which shall be paid by each Owner of a tract or parcel of the property shall be determined by dividing the aggregate sum the Association determines is required for its annual operation by forty six (46). Such annual assessments shall not exceed One Hundred Dollars (\$100.00) per year per member unless the Association, by at least two-thirds ($\frac{2}{3}$) vote, adopts a Resolution that a specific annual assessment may exceed such amount. In addition, upon Notice of a Special Meeting called for such purposes, the Association may make Special Assessments upon the adoption of such a Resolution by at least a two-thirds ($\frac{2}{3}$) vote. In the event any tract or parcel of the Property

is divided into two (2) twenty (20) acres parcels each person or entity purchasing a twenty (20) acre tract of the property shall be obligated to pay an assessment for Common Expenses as herein provided in an amount equal to one-half ($\frac{1}{2}$) of the current assessment. Concept: One (1) assessment per forty (40) acre tract.

ARTICLE VI: LIEN FOR NON-PAYMENT OF ASSESSMENTS

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

ARTICLE VII. USE COVENANTS

Section I: Land Use and Building Type. No tract of land shall be used for any purpose other than single-family dwellings. No buildings other than a single-family dwelling including mobile homes and modular homes with a private attached or unattached garage (if desired) or unattached pump house (if desired), non-residential outbuildings and structures such as a barn, stable, or corral for use in connection with the care of livestock, the maintenance of equipment, and a guest house, shall be erected, placed or permitted to remain on any parcel.

Section 2: Building Locations and Easements. No building or other permanent structures shall be located so as to interfere with any easement.

Section 3: Nuisance. Nothing which may be, or may become, annoying or a nuisance to other parcel Owners shall be permitted on any parcel. No obnoxious or offensive activity or commercial business or trade shall be engaged in, or upon any parcel; except that professional offices such as those of a doctor, lawyer, dentist, engineer, or real estate agent, and certain home occupations as may be permitted by Converse County Zoning Ordinances, may be maintained within the main dwelling. For purposes of this covenant, ungaraged inoperable automobiles, machines or other equipment which remains on any parcel for longer than ninety (90) days are a nuisance.

Section 4: Refuse and Rubbish. Rubbish, refuse, garbage and other wastes shall be kept within sealed containers, shall not be allowed to accumulate on the Property, and shall be disposed of in a sanitary manner. No parcel shall be used or maintained as a dumping ground for such materials.

Section 5: Livestock and Animal Control. Any tract may be used for the grazing of livestock such as cattle, horses, and sheep. Overgrazing is strictly prohibited. Livestock shall be properly cared for with adequate maintenance, food and shelter. It shall be the responsibility of the Owner to fence the tract or parcel of the property when livestock are to be maintained on any tract.

Each owner shall properly restrain and/or keep under control all pets and animals on his, or her or its property in a manner which shall prevent any such pet or animal from leaving the owner's tract.

Section 6. Fences. Fences shall be permitted; provided however, that fences shall be constructed so as not to interfere with the Road easements hereinabove established and required for access to adjoining lands unless cattle guards are installed in place of gates.

ARTICLE VIII. GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of this Declaration of Covenants shall be by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceeding shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, for recovery of assessments due, or for such other and further relief as may be available.

Such judicial proceedings may be prosecuted by any Owner or by any Owner or by the Association on behalf of it's members. Any Owner found to be in violation of these Covenants by a court of competent jurisdiction or by stipulation, shall, in addition to such other costs, penalties or sanctions assessed or agreed to, be liable to the complaining Owner or the Association, for all court costs and expenses including reasonable attorney's fees incurred in enforcing these Covenants with or without suit. The failure to enforce or cause the abatement of any violation of the Declaration shall not preclude or prevent the enforcement thereof of a further or continued violation.

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

Section 3: Duration. The herein included covenants shall run with the land; shall be binding upon all persons owning tracts or parcels of the Property and any persons hereinafter acquiring said tracts or parcels of the Property; and shall be in effect for a period of twenty-five (25) years from and after the date these covenants are recorded in the office of the Clerk and Recorder of the County of Converse, State of Wyoming, after which period said Covenants shall continue in effect for additional and successive twenty-five (25) year periods unless the Owners, by unanimous vote taken only at the end of each such twenty-five (25) year periods, shall elect, in writing duly filed, to terminate these covenants at which time these covenants shall cease to be and shall be of no further force and effect. Any action the Association to so terminate these Covenants shall be void and of no force or effect unless other provisions are made for continuation of said road maintenance.

These Covenants may be altered in whole or in part only by affirmative votes of the then record Owners of One Hundred Percent (100%) of the tracts through a duly written and recorded instrument.

Section 4: The undersigned, their successors and assigns shall have the rights to bring within the scheme of these Covenants, and the structure of the Association, additional properties in accordance with a general plan of development. All easements for Roads and Utilities affecting the property within the scheme of the Covenants and the additional lands hereinabove contemplated shall be common to all lands within the general plan of development. Such additions shall be made by filing of record a supplement to these covenants. Such supplement may contain such additions and modifications of these covenants as may be necessary to reflect the different

character, if any of the added properties and shall not be inconsistent with the scheme of these covenants.

IN WITNESS WHEREOF, PARK MEADOWS, a General Partnership, has caused this instrument to be executed the day and year first above written.

Park Meadows, a General Paratnership.

By: Israel Roter
Isreal Roter,
Managing General Partner

STATE OF ~~ARIZONA~~)
ILLINOIS)
County of COOK)SS.

The foregoing instrument was acknowledged before me this 22nd day of July, 19 93, by Israel Roter as Managing General Partner of PARK MEADOWS, a General Partnership.

Witness my hand and official seal.

Rose M. Crockett
Notary Public

