

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

IN THE DISTRICT COURT
EIGHTH JUDICIAL DISTRICT
Civil Action No. 9652

CONVERSE COUNTY, WYOMING,)
)
) Plaintiff,)
)
) vs.)
)
)
) ARROW REALTY, INC.,)
) As Trustee, et al,)
)
) Defendants.)

Filed for Record this 4
day of Oct A.D. 1989
MAXINE SUNDQUIST - *MS*
Clerk of the District Court
Converse County, Wyoming

ORDER DIRECTING ENTRY OF ORDER NUNC PRO TUNC

THE MOTION of the plaintiff for entry of order nunc pro tunc, coming on regularly to be heard 4 October, 1989, with Drank D. Peasley appearing in support of such motion as attorney of record and John B. Robinson appearing as the current Converse County Attorney; the court finding cause to waive the issuance and service of notice of this motion; it appearing that the Converse County Clerk has been unable to properly index the filing of this court's order of September 11, 1989 because said order referred to the subject lands by reference to the initial plat which was, during these proceedings and pursuant to this court's interim order dated August 18, 1986, vacated and replatted;

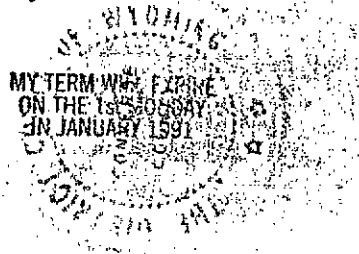
IT IS, THEREFORE, ORDERED that the order herewith signed be entered as of September 11, 1989, nunc pro tunc.

DATED: 4 October, 1989.

DISTRICT COURT
STATE OF WYOMING
Converse County
CERTIFIED to be a full true and correct copy of the original in my custody
DATED Oct 4 AD 1989
MAXINE SUNDQUIST
Clerk of the District Court
Betty M. ... Deputy

J. Hamilton
JUDGE OF THE DISTRICT COURT

RECORDED OCT 6 19 89 AT 9:00 A M.
IN BOOK 972 OF MISC PAGE 43
NO. 732556 DOROTHY L. TAYLOR COUNTY CLERK



Frank D. Peasley
Karl Jo Gray
Attorneys
Douglas, Wyoming

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Filed for Record this 4
day of Oct A.D 19 89
MAXINE SUNDQUIST - *MS*
Clerk of the District Court
Converse County, Wyoming

ORDER DECLARING AND ESTABLISHING COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
ARROWHEAD PARK SUBDIVISIONS
NUNC PRO TUNC

THIS MATTER having come on for hearing as a result of prior order of this court and the court having reviewed the file, the covenants, conditions and restrictions contained in this order; notice being given to all parties and the court having heard the arguments and objections of the parties; the court being fully advised does FIND:

1. That 55 RANCH COMPANY, a Wyoming corporation, developed all that certain real property situate in Converse County, Wyoming, as shown on the plat and dedication thereof duly recorded in the office of the County Clerk of Converse County, State of Wyoming, i Book 2 of Plats, Page 79A, No. 495753, on March 9, 1977, the same now being vacated and replatted into Arrowhead Park II as shown in Cabinet #2, Slide #136, document #691843 dated October 20, 1986.

2. That in order to provide for the proper use and orderly development of said property, to prevent impairment of the attractiveness of said property, and to maintain the value of said property, covenants were imposed upon said real property.

3. That the former covenants were ordered to be adjusted and amended to comply with the spirit of this court's order of August 18, 1986, as amended nunc pro tunc June 9, 1987.

4. That Arrowhead Park Homeowner's Association, Inc. and Arrowhead Homeowners, Inc. are the same association.

5. That this court has continuing jurisdiction over the parties hereto and all lands located in Arrowhead Park Subdivision, and all owners of said lands.

Frank D. Peasley
Cari Jo Gray
Attorneys
Douglas,
Wyoming

NOW, THEREFORE, IT IS HEREBY ORDERED that the following restrictions and limitations are imposed governing the use and development of all tracts within the subdivision; and

IT IS FURTHER ORDERED that said restrictions and limitations shall be and constitute covenants running with all of the land in the subdivision, shall be effective upon the entry of this order, and shall be binding upon all persons party to this action, or their assigns, and shall be for the benefit of, as well as limiting and restricting, all future owners of tracts within the subdivision, to wit:

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR ARROWHEAD PARK SUBDIVISION

CONVERSE COUNTY, WYOMING

ARTICLE ONE
DEFINITIONS

Section 1. Tracts: All of the subdivision tracts or lots designated on the recorded plat of the subdivision. The words "lot," "tract," and "property" may be interchanged, as the text requires.

Section 2. Arrowhead Park: The words "Arrowhead Park" as used in these covenants shall mean all of the lands included within this subdivision. Any lands added to Arrowhead Park by 55 Ranch Company, in accordance with the prior covenant instrument and expressly made subject to that Declaration by written amendment prior to this order filed in the office of the Converse County Clerk, shall be deemed a part of the subdivision for purposes of the application of this order. Arrowhead Park may also be referred to as "the subdivision."

Section 3. Animals: Means horses, pigs, cows, donkeys, mules, goats, sheep, llamas, and every living dumb animal.

Section 4. Association Shall mean and refer to Arrowhead Homeowners, Inc., a nonprofit Wyoming corporation, its successors and assigns.

Section 5. Contempt: Shall mean those powers granted to the District Court.

Section 6. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any tract which is a part of the properties, including buyers under contract, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. Properties: Shall mean and refer to that certain subdivision hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Frank D. Peasley
Kari Jo Gray
Attorneys
Douglas, Wyoming

Section 8. Common Area: Shall be all property owned by the Association for the common use and enjoyment of the members. Said area shall be what is shown on and described on the plat filed in the office of the Converse County Clerk, or tracts owned by the Association.

Section 9. Improved Lot or Tract: Shall mean a lot or tract in the subdivision with structures or buildings subject to assessments by Converse County as such.

ARTICLE TWO
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every owner of a tract in the subdivision is and shall be a member of the Association. Owner shall, unless otherwise determined according to the bylaws of the Association, be the assessed owner thereof as shown by the office of the Converse County Assessor.

Section 2. Voting: Voting rights for members shall be one (1) vote for each tract. Tracts that have joint ownership (by two or more individuals) may split their votes according to their actual ownership if they so advise the Association's secretary of their wish to do so. The procedure for splitting such votes shall be provided for in the bylaws of the Association and, absent notification by a co-tenant, the Association may assume that a voting co-tenant has authority to vote for the remaining nonvoting co-tenants. Tracts owned by the Association shall have no votes.

Section 3. Voting Procedure: Voting procedure shall be established in the bylaws of the Association. Said bylaws may provide for the suspension of voting rights for failure to pay dues and maintenance assessments.

ARTICLE THREE
COVENANTS FOR DUES AND MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien: The owner, for each tract within the subdivision, and each tract owner now and hereafter, is deemed to have agreed to pay the Association annual dues and special assessments, such assessments to be established and collected as hereinafter provided.

The annual 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 a continuing lien provided, however, the same shall not be deemed a lien on the interest of any successor in title unless said lien shall be made a matter of record by the filing, by the Association, of a notice of such lien with the office of the Converse County Clerk.

Section 2. Purpose of Assessments: Unless otherwise established by the membership, the assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the subdivision; for the improvement, maintenance and beautification of common areas, easements, and the lands in the subdivision; and for the necessary costs of administration.

Section 3. Purpose of Dues: Unless otherwise directed by the Board of Directors of the Association, the annual dues levied by the Association shall be used for the operational expenses of the Association; provided, however, such dues may

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be used for any purpose for which assessments may be used.

Section 4. Maximum Annual Dues: Unless otherwise set by a two-thirds (2/3) vote of the membership at their annual meeting, the maximum annual dues per acre shall be Twenty (\$20) Dollars per acre, for acres included in improved lots or tracts and Ten (\$10) Dollars per acre, for acres included in unimproved lots or tracts. From and after January 1, 1989, the maximum annual dues may be increased eight (8%) percent above the maximum assessment for the previous year. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein established.

Section 5. Special Assessments: In addition to the annual dues authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any capital improvement, the repair or replacement of any such improvement, or any other purpose as may be established in the resolution of the membership approving such levy. Such special assessments shall require a two-thirds (2/3) vote of the membership at the annual or special meeting.

Section 6. Uniform Rate of Assessment: Both annual dues and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis.

Section 7. Due Dates: The due dates shall be established by the Board of Directors or pursuant to the bylaws of the Association. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified lot or tract have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate charged for delinquent property taxes. The Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his tract. The Association may cause the filing and enforcement of the lien herein provided in such manner as it deems necessary and proper. In the enforcement of such claim, the Association shall receive all costs incurred in the enforcement of this claim, including but not limited to reasonable attorney's fees, all of which shall become a part of the lien imposed herein and collectible as a part thereof. These provisions shall relate back to all assessments made uniformly prior to the effective date of these covenants, conditions and restrictions.

Section 9. Subordination of the Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any tract shall not affect the assessment lien. However, the sale or transfer of any tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such tract from liability for any assessments there- after becoming due or from the lien thereon.

ARTICLE FOUR
PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Property Rights Generally: Every owner shall have a right and easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every tract, subject to the right of the Association to charge reasonable fees for the use and maintenance of the common area of any part thereof; the right of the Association to establish and enforce rules and regulations pursuant to its bylaws; and the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds (2/3) of the members who cast votes in person or by proxy at a meeting duly called for such purpose.

Section 2. Owner's Easements of Enjoyment: Every owner shall have the right to the peaceable enjoyment of the owner's land and the right and easement along and on all easements and common areas shown on the plat of the subdivision and all lands owned by the Association, subject only to the laws of the State of Wyoming, the regulations of Converse County, and the rules established and promulgated by the Association. Such rights may be delegated by any owner, in accordance with the bylaws of the Association, to members of the owner's family, the owner's tenants, and contract purchasers who reside on the property.

Section 3. Land Use: Said subdivision is limited to residential dwellings for residential use. No commercial activities shall be permitted except those now in the subdivision. All mobile homes shall be properly skirted.

Section 4. Animals: Except as permitted by the Board of Directors, and on written variance therefrom for good cause, no owner will cause or permit to be kept, harbored or maintained more than one animal per acre on any tract within the subdivision. The Board of Directors of the Association may, by proper resolution, permit the keeping of other animals on tracts, provided the premises is of sufficient size, adequately fenced, the animals are sufficiently housed and maintained, and there is no resulting destruction of ground cover. All animals and household pets will be controlled pursuant to such laws and regulations as may be in force and effect in Converse County. No commercial animal operations will be conducted in the subdivision.

Section 5. Lot Splits: No lot or tract shall be subdivided into smaller lots or tracts.

Section 6. Traffic Regulation: The Board of Directors of the Association shall have full authority to establish and enforce (and to delegate to public authority the establishment and enforcement of) regulations for the use of roadways in the subdivision. The maximum speed limit of vehicles in the subdivision shall, unless otherwise established, be twenty-five (25) miles per hour.

Section 7. Signs: No signs shall be displayed to the public on any tract or easement except for advertising said lot or tract for sale or rent, without the consent of the Board of Directors of the Association.

Section 8. Nuisances: No noxious or offensive activity shall be carried on in the subdivision or any tract thereof, nor shall anything be done therein which may be or become an annoyance or nuisance to any resident. All rubbish, trash and garbage shall be contained and regularly removed to avoid

accumulation. Outside storage of personal property and matters related to the use, appearance and maintenance of property that affects other property may be regulated by the Board of Directors of the Association, which is empowered to declare activities or conditions in the subdivision a nuisance and impose the ways and means of their removal or abatement, including but not limited to the imposition of fines or the obtaining of legal or equitable relief in courts or proper jurisdiction.

Section 9. Burial: THERE SHALL BE NO INTERMENT OF HUMAN REMAINS IN THE SUBDIVISION.

Section 10. Vehicles, Equipment, Etc.: The keeping and storing of vehicles whose primary use is other than the transportation of passengers "not for hire" shall be discouraged in the subdivision. To that end, all vehicles that require a license or permit for use or operation on the public streets shall have a current license, and the Board of Directors may, by resolution, rule or regulation, regulate the storage, parking or keeping of all such types of vehicles and prohibit the accumulation of vehicles, vehicle parts, or equipment. The terms "vehicle" and "equipment" are used in the broadest possible sense, but may be further defined, expanded or limited by proper resolution, rule or regulation of the Board of Directors of the Association.

Section 11. Public Sewage Disposal and Water System: THERE IS NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM IN THIS SUBDIVISION. THERE IS NO PROPOSED PUBLIC WATER SOURCE OR SYSTEM IN THIS SUBDIVISION.

Section 12. Laws and Regulations: No land within the subdivision shall be occupied, used by, or for any structure or purpose which is contrary to federal, state and county laws or regulations.

ARTICLE FIVE ENFORCEMENT

Section 1. Enforcement Actions: The Board of Directors shall have the right to prosecute any action enforcing the provisions of one or all covenants by injunctive relief, on behalf of itself and all or part of the members of the Association. In addition, each owner shall have the right to prosecute for injunctive relief and for damages incurred by reason of violation of any covenant contained herein and to recover the costs incurred therein, including reasonable attorney's fees.

Section 2. Limitations on Actions: In the event any construction, alteration or site landscape work is commenced upon any portion of the subdivision, in violation of these covenants, and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but an action for damages may be maintained by any party aggrieved. Any construction, alterations or site landscape work shall require the approval of the County Planner. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against violations of covenants other than those set forth in this paragraph.

Section 3. Contempt Proceedings: Any violation of the covenants set forth in this order, or any proper amendment thereto, shall also subject the violating party to the contempt powers of this court, as well as any other sanction which is set forth in this order.

ARTICLE SIX
GENERAL PROVISIONS

Section 1. Severability: Should any part or parts of these covenants be declared invalid or unenforceable by any higher court of competent jurisdiction, said decision shall not affect the validity of the remaining covenants or other provisions.

Section 2. Duration of Covenants: The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the subdivision, and each owner of property therein, his heirs, successors, representatives and assigns.

Section 3. Amendment: The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by further order of this court or by written consent of the owners of two-thirds (2/3) of the paid voting membership within the boundaries of Arrowhead Park as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Converse County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Converse County, Wyoming.

Section 4. Enforcement: Except as otherwise limited by this document, if any owner or other person, firm or corporation shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any owner or owners of real property within Arrowhead Park to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages, actual and punitive, for such violations.

IT IS FURTHER ORDERED that a certified copy of this order shall be filed with the Converse County Clerk; and

IT IS FURTHER ORDERED that the Converse County Clerk shall place a notation of this order on the transfer records kept for each lot or tract of said subdivision; and

IT IS FURTHER ORDERED that the Declaration of Covenants and Restrictions, filed with the Converse County Clerk on March 9, 1977, be, and are hereby, supplemented and replaced by this order.

IT IS FURTHER ORDERED that this Order be entered nunc pro tunc as of September 11, 1989, that being the date when the order was originally made and entered.

DATED: 4 October, 1989.

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DISTRICT COURT
CERTIFIED to be a full true and correct copy of the original in my custody
DATE: Oct 4 AD 1989
MAZINE SUNDQUIST
Clerk of the District Court
Latty Sundquist Deputy

William A. Taylor
WILLIAM A. TAYLOR
JUDGE OF DISTRICT COURT

MY TERM WILL EXPIRE
ON THE 1st MONDAY
IN JANUARY 1991