

Blue Grass River Ranch
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, Easy Acres, LLC (hereinafter referred to and doing business as Blue Grass River Ranch), are the owners of all that certain real property situate in Converse County, State of Wyoming, as described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, in order to insure the use and development of said property for exclusive residential purposes, to prevent the impairment of the attractiveness of said property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said real property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, Blue Grass River Ranch, does hereby and by these presents make, publish, declare and impose upon all of the real property described in Exhibit "A" the following restrictions and limitations governing the use and development of any and all portions within the Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Property, shall be effective upon recording, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portions of the property to-wit:

ARTICLE 1**DEFINITIONS**

1. **Lots and Parcels:** Each Parcel of the Property shall be described as one lot. Parcels may not be further divided as regulated by the State of Wyoming Subdivision Act, and the covenants, conditions, and restrictions, contained herein for the Blue Grass River Ranch Property.
2. **Property:** The words "Property" or "Real Estate" as used in these covenants shall mean all of the lands described in Exhibit "A". Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Converse County Clerk shall thereafter be deemed a part of the property for purposes of the application of this Declaration.
3. **Board:** Shall mean Board of Directors of the Association, the non-profit Limited Liability Company established to administer and enforce the terms and conditions of Declaration of Covenants, Conditions and Restrictions as set forth herein. The Board shall be comprised of all willing property owners.
4. **Association:** Shall mean and refer to the Blue Grass River Ranch Properties Owners' a non-profit Wyoming Limited Liability Company, LLC, its successors and assigns.
5. **Owner:** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
6. **Common Area:** All property, including easements or rights-of-way, owned by the association for the common use and enjoyment of the owners. All present and future owners do hereby grant power of attorney to Blue Grass River Ranch and/or to the Board of Blue Grass River Ranch Homeowners' Associations, to prepare, execute and record on all owners' behalf, such documents as may be necessary to give effect to dedication and use of these common areas pursuant to these covenants. Such park lands, scenic easements, or pathways for hiking, mountain biking as may be dedicated by Blue Grass River Ranch.
7. **Water Rights:** All Water rights appurtenant to the Property as of the date of recording these covenants, any community water systems, including surface and subsurface components, easements, and the water rights therefore.
8. **Common Services:** shall mean the roadway maintenance and snow removal services for the common roads and snared access road, and utility line maintenance and repair services for utility lines located in the rights-of-ways of such roads.
9. **Principal Residences:** shall mean the single family residential structure, constructed on any lot or Parcel on the Property, which is the principal use of such lot or Parcel, and to which other authorized structures on such lot are accessory.

10. **Shared Access Roads:** shall mean all private roadways and county roads which provide access from Old Glenrock Highway to the boundary lines of the property.
11. **Structure:** shall mean anything built or placed on the ground.
12. **Building Envelopes:** Location of approved building locations listed on the approved map of the subdivision plat for Blue Grass River Ranch.

ARTICLE II

BLUE GRASS RIVER RANCH OWNERS ASSOCIATION

1. **Formation:** The Owners' Association shall be organized as a Wyoming non-profit Limited Liability Company by Blue Grass River Ranch as soon after filing these covenants as practical.
2. **Membership in Blue Grass River Ranch Owners' Association:** All persons, corporations or associations, who own or acquire the title in fee to any of the land (other than lands dedicated as public roads or other common areas), by whatever means acquired, shall automatically become members of the Association.
3. **Authority of the Board:** The Board shall have full power and authority to manage the business and affairs of the Association, and in connection therewith, to adopt by-laws to govern the Association and its activities.

ARTICLE II

PROPERTY RIGHTS

1. **Owner's Easement of Enjoyment:** Every owner shall have the right and easement of enjoyment in and to any common areas that may be established shall be appurtenant to and shall pass with the title to every lot, or parcel subject to the following provisions.
 - (a) The right of the Association to charge reasonable fees for the use of the Common Area, or any part thereof;
 - (b) The right of the association to suspend voting rights of, and the use of any of the Common Area by, any Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulating of the Association.
 - (c) 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 including assessment districts formed by the property owners; provided however, no such dedication or transfer shall be adopted by two thirds (2/3) of the lot owners who cast votes in person or in proxy at a meeting duly called for such purposes.
2. **Delegation of Use:** Any Owner may delegate, in accordance with the bylaws, his right and enjoyment to the Common Area to the members of his family, his tenants, or accompanied invitees or guests.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership:** Every owner of a lot or parcel which is subject to assessment shall be a members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel which is subject to assessment.
2. **Voting Rights:** Each member shall have one vote per lot or parcel owned to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a lot or parcel, the vote of such member shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a lot, the board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such lot have reached agreement as to such members vote or that vote may be broken down to half votes, but no smaller portion

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments:** Blue Grass River Ranch Owners' Association, for each lot or parcel owned by it within the Ranch, hereby covenants, and the Owner of each lot or parcel, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association.

(a) Annual assessments or charges, and

(b) Special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a charge on the land and shall be continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision Plat) 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 of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall pass to his successors in title, and the lien shall continue as a charge against the lot despite a transfer of title.

2. **Purpose of Assessments:** The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties.

3. **Special Assessments for Capitol Improvements:** In addition to the annual assessments 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 constructions, reconstructions, repair or replacement of a capital improvement related thereto, provided that any such assessment for capital improvements shall have the assent of two thirds (2/3) of the lot or parcel owners who cast votes in person or by proxy at a meeting duly called for this purpose.

4. **Notice and Quorum for Any Action Authorized Under Sections 1(b) and 3:** Written notice of any meeting called for the purpose of taking any action authorized in Section 1(b), or 3 above shall be sent to all members not less than 15 days nor more than 45 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the meeting originally called for such purpose.

5. **Annual Budget:** The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the annual assessment based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.

6. **Uniform Rate of Assessments:** Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that the assessment for all lots or parcels (including those annexed under Article XI) owned by Blue Grass River Ranch upon which no residential improvements have been constructed shall be fixed at no more than one third (1/3) of that assessment rate for the lots that have dwellings constructed.

8. **Date of Commencement of Annual Assessments; Due Dates:** The annual assessments provided for herein shall commence as to all lots or parcels on the first day of the month following the date of the approval of the assessment by the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot or parcels at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefore shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due date shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an authorized member of the Association setting forth whether the assessments on a specified lot have been paid.

9. **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 of ten percent (10%) per annum. The association may at its option bring and action at law against the Owner personally obligated to pay the 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 the lot.

10. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

ENVIRONMENTAL COMMITTEE

1. **Environmental Committee:** The Environmental Committee ("Committee") shall mean the Authorized members of the Association, as appointed by Blue Grass Ranch when the Association is formed, and shall be constituted from time to time, in the future or a separate Environmental Committee composed of two (2) or more members named by such managing member. Said Environmental Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. **Approval by Environmental Committee:** No improvements, including but not limited to dwelling houses, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, parking areas, curbs and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to commencement of work.

3. **Approval Process:** Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Environmental Committee. The plans shall include a site plan indicating the location of the proposed development, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure and must be sealed and signed by a licensed architect or engineer. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants.

The Environmental Committee shall review the plans and specifications within thirty (30) days from the day of submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Environmental Committee fails to review the plans and specifications within (30) days from submission thereof, and informs the owner of the Environmental Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposes shall not restrict the flow of, or damage any water area, or impact the scenic or recreational value of any other land owner in the subdivision.

The Environmental Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether the construction and location adequately conform to the rural setting and individual privacy of the property.

A copy of the proposed plans and related data may be retained by the Association for its records.

NOTE: Any approval given by the Environmental Committee Shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

4. **Building Envelopes:** All structures including but not limited to houses, garages, shops, guest houses, propane tanks, must be placed within the designated building envelopes for each particular lot or parcel. Building envelopes have been established and approved by FEMA to allow for the issuance of Federal Flood Protection Insurance. **Variances:** Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two thirds (2/3) vote, allow reasonable variances to the covenants herein contained.

5. **General Requirements:** The Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the Property in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished elevation. The Committee shall protect the seclusion of each home location from other sites insofar as possible.
6. **Exterior Materials:** Houses and outbuildings shall have a uniform appearance and shall be constructed of like materials. Exterior materials shall be of wood, peeled log, native stone, brick or other similar rough textured material suitable to buildings of a ranch or rural character.
7. **The roofs:** all structures shall be constructed of shake shingles, tile, non-reflective metal, Architect 80, or similar style asphalt shingle, or similar materials approved by the Environmental Committee.
8. **Sewage Disposal:** For each lot or parcel shall be connected to a private sewage disposal system at the Owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Converse County, or other regulatory agency. No outdoor toilets shall be permitted except for a reasonable period during construction. Each lot or parcel owner is responsible for the necessary permits.
9. **Water Systems:** There are no public water systems. All owners shall be responsible for establishing an acceptable private water system to including wells and acceptable underground water storage systems conforming to all applicable State and Local requirements and regulations.
10. **Preliminary Approvals:** Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Property must own land in the Property; provided, however, that persons who contemplate the purchase of a lot or parcel may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until the complete design plans are submitted and approved or disapproved, but shall endeavor where practical to suggest such change alterations as may be required prior to final approval.
11. **Plans:** The Environmental Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.
12. **Environmental Committee Not Liable:** The Environmental Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of a lot by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to a lot, or any person or association submitting plans to the Environmental Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Environmental Committee, its members as individuals, advisors, employees, agents or developer.
13. **Written Records:** The Environmental Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE VII

GENERAL RESTRICTIONS ON ALL LOTS AND PARCELS

1. **Zoning Regulations:** No lot or parcel shall be occupied, or used, or any structure built or placed on any lot or parcel for any purpose which is contrary to the zoning regulations of Converse County, Wyoming. All land divisions shall comply with the Wyoming Subdivision Act, and or the County Zoning regulations.
2. **Private Residence Purpose:** All lots or parcels in Blue Grass River Ranch Subdivision shall be used for residential purposes exclusively. No guest house or out building may be rented or leased, except as part of the entire premises, and such accessory building or guest house may not be constructed prior to the construction of the main residence without written approval of the Board.
3. **Prohibited Activities:** Except that the dwelling on any lot or parcel in the area may be leased by the owner or owners thereof for rental income purposes and an owner may have a home office provided they do not sell or serve customers or clients on or from the premises, no other business, commercial or manufacturing enterprise, or any enterprise of any kind or nature shall be allowed unless approved by 2/3 vote of the association. Whether or not conducted for a profit, shall be operated, maintained or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area.

4. **Signs:** One "For Sale" sign, which shall be no larger than twelve (12) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, or permitted to remain on any tract or lot.
5. **Animals and Livestock:** There shall be no animals or livestock permitted within the subdivision with the exception of dogs or cats or any other such pet type of animal that does not require grazing. All pets are to be controlled and contained within their lots boundaries.
6. **No Re-subdivisions:** No lot or parcel shall be subdivided into smaller tracts or lots.
7. **Service Yards and Trash:** Clothes lines, service equipment, boats, motor homes, trailers, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpile, or storage areas shall be screened by planting trees or shrubbery or shall be fenced to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts not less frequently than bi-weekly and shall not be allowed to accumulate.
8. **Fences:** All fences constructed around the building envelopes of said lots or parcels shall be of wood rail, PVC., or other suitable construction approved by the Environmental Committee. Posts for all fences shall be spaced no more than a maximum of one (1) rod apart. All fences shall be maintained in good condition by the owner. In keeping with the desire for open spaces and the unimpeded movement of wildlife through this subdivision, fencing is allowed only around the approved building envelopes. Perimeter fencing along lot or parcel lines shall not be allowed. If grazing animals from across the river become a nuisance, river front property owners shall fence along the south line of the river walk easements with a uniform split rail fence.
9. **Wood Stoves/Fireplaces:** All wood stoves and fireplaces shall comply with local, state and federal emission regulations.
10. **Noxious or Offensive Activities:** No noxious or offensive activity shall be permitted on any lot. No exterior unshielded lighting shall be emitted from any lot which trespasses on another lot owners enjoyment of their property. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot line of any lot.
11. **Damaged or Destroyed Structure:** In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundation, and all debris, shall be promptly removed from the property.
12. **Wildlife Protection:** It is recognized by the Declarant and the purchasers or owner of any lot or parcel within The Property, that many wildlife species live on or migrate through the Property during various times of the year. The following limitations on use and development are intended, in addition to all the other requirements of these covenants, to protect, preserve and maintain the existing wildlife habitat on the Property and to minimize the adverse effects of development on wildlife habitat.
 - a. Dogs, cats and other domestic animals shall be controlled and restrained at all time, and shall not be allowed to "run at large" on any portion of the Property in a manner which interferes with wildlife.
 - b. Taking of Wildlife. The taking of any game animal will be only with bow and arrow and at the discretion of the individual landowners. **The discharge of firearms within the Bluegrass River Ranch subdivision is strictly forbidden** unless to destroy individual **nongame animals** known to be causing unacceptable damage to property; (e.g. a beaver damming of an irrigation ditch, porcupine identified as girdling planted trees, skunks or raccoons suspected of being rabid).
13. **Maintenance:** Each lot and all improvements from time to time located thereon shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the lot owner's sole cost and expense.
14. **Slopes and Terraces:** All slopes or terraces on any lot or parcel shall be maintained so as to prevent any erosion on common streets or adjoining lots or common areas.
15. **Water rights and Irrigation.** All water rights within the subdivision shall be administered by Sod Farm, LLC. Parcels or Lots may be irrigated under a separate agreement with Sod Farm, LLC. Costs for irrigation shall be shared on a prorate basis by acreage being irrigated. The Sod Farm LLC will not be liable for water rights lost or forfeit as a result of lot owners decision not to irrigate.

RESTRICTIONS ON RESIDENTIAL TRACTS

1. **Number and Location of Buildings:** No buildings or structures shall be placed, erected, altered or permitted to remain on any single family residential lot other than:
 - (a) One single-family dwelling;
 - (b) one guest house;
 - (c) an attached or detached garage; and
 - (d) barn, or shed or any combination thereof.
2. **Minimum Setback Requirements:** Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure of twenty (20) feet.
3. **Square Footage:** The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 2000 square feet for a one story dwelling. Where a single family dwelling contains more than one level (including split-level or tri-level) the first two (split) levels shall equal no less than 2400 square feet of floor space.
4. **Towers and Antennas:** No tower or radios or television antennas higher than three (3) feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers antennas must be attached to the dwelling.
5. **Landscape Developments:** All area disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.
6. **Tanks:** All tanks should be buried if legal otherwise above ground level tanks shall be permitted for the use of propane provided such tanks are enclosed by a sufficient landscaping or fencing sufficient to hide tank from view.
7. **Used Temporary Structures:** No temporary house, mobile home, basement or trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences.
8. **Off-Street Parking:** Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residential unit. No parking shall be allowed within the boundaries of any road right-of-way. Trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads.
9. **Sanitary Systems:** No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies.
10. **Land Uses:** No improvements nor any noxious activity be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.
11. **Security Lighting:** Outdoor lighting for security purposes may be erected within a parcel or lot as long as the lighting does not impact any other parcel, lot or wildlife.. Lighting must be screened in a manner that prevents any nuisance to any other property owner or wildlife.

ARTICLE IX

EASEMENTS

1. **Utility Easements:** Blue Grass River Ranch hereby reserves to itself, its successors and assigns, perpetual easements within the Property boundary, on and along all roadways and pathways and such additional locations as may be necessary for the purpose of constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, cable, fiberoptics, computer networking, ditches and conduits for the benefit of the Property. This right is a perpetual right and shall not be modified by any future covenant changes; the location of the utility easements may be modified by the Association with the approval of the utilities serving the area. Any modification of this provision shall require a 2/3 majority vote of the Association Members.
2. **Rights-of-Way:** Blue Grass River Ranch hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Property, along all roads presently in existence, or hereinafter constructed, for the purpose of construction, maintaining and operating the roads. There shall be no construction of roads, bridges, driveways, paths or trails across any of such easements unless there shall be first installed thereon a culvert having a diameter of no less than twelve (12) inches, or a bridge of equivalent clearance at each required point of drainage. Similarly there shall be no access roads installed or constructed into any of the lots unless and until there shall have first been installed a culvert having a diameter of no less than twelve (12) inches to provide continuous drainage flow in the borrow pit adjacent to the main roads. Large culverts may be required by the Environmental Committee when necessary for proper drainage.
3. **Dedicated Roads and Maintenance:** By filling these covenants, Blue Grass River Ranch does hereby dedicate to the lot and parcel owners and the Association those areas shown as roadways on Exhibit "B". The Association does hereby assume all responsibilities and obligations of maintenance and improvements of said roads, together with the costs maintaining any shared access roads to the Property.
4. **Pathway Easement:** There shall be pathway easements for pedestrian walking, jogging or running, or mountain biking, fishing, canoing or other such recreational activities as approved by the owner's association. The pathway easement shall be reserved for the purpose of constructing, maintaining or repairing thereon, such pathways, parkways or park areas. The pathway easement shall be open at all times to Blue Grass River Ranch, the Owners' Association and all lot or parcel owners. The Association may adopt such rules and regulations regarding the use of the pathways, including restricting use between Midnight and 5 AM, as may be necessary or desirable to provide for their orderly use.

ARTICLE X

ENFORCEMENT

1. **Enforcement Actions:** The Environmental Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, on behalf of itself and all or part of the Blue Grass River Ranch Owners' Association. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, incurred in enforcing these covenants.
2. **Limitations on Actions:** In the event any construction, alteration or site landscape work is commenced upon any portion of the Property 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 action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

ARTICLE XI

GENERAL PROVISIONS

1. **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.
2. **Effects and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of the property owners and are binding upon each Lot or Parcel in the Property, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect in perpetuity.

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the land included within the boundaries of the property, 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.

4. **Enforcement:** If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Property to institute proceedings of 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.

5. **Annexation:**


(a) Additional residential properties or common areas may be annexed to the Blue Grass River Ranch Subdivision and thereby subjected to the jurisdiction of the Association with the consent of two third (2/3) of the members.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Organization, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving organization pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by the Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as my be herein provided.

EXECUTED and effective as to the date shown shown below by the parties hereto.

OWNERS/DECLARANTS


DATED THIS 5th day of January, 2006.


Easy Acres, LLC, by Robert A. Schlidt - Managing Member

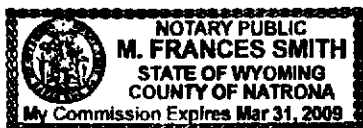
STATE OF WYOMING)
)
COUNTY OF NATRONA)

Suscribed and sworn and acknowledged to before me by

Robert A. Schlidt, this 5th day of January, 2006.


Notary Public

My Commission Expires:



STATE OF WYOMING }
 COUNTY OF NATRONA } ss

THE UNDERSIGNED, ROBERT SCHLIDT, DOES HEREBY CERTIFY THAT EASY ACRES, LLC IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND LOCATED IN LOTS 1, 2, & 3, THE SW1/4NE1/4, AND THE SE1/4NE1/4 OF SECTION 6, T.33N., R.75W., AND IN THE SE1/4SW1/4, THE SW1/4SE1/4, AND THE NW1/4SE1/4 OF SECTION 31, T.34N., R.75W., ALL IN THE 6TH P.M., CONVERSE COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NW1/6 CORNER OF SAID SECTION 6, BEING THE POINT OF BEGINNING AND THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED HEREIN, MONUMENTED BY A BRASS CAP SET THIS AT THE LOCATION OF A FOUND ALUMINUM CAP;

THENCE N03°02'41"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE NW1/4 OF SAID SECTION 6 AND ALONG THE WEST LINE OF THIS PARCEL, 568.63 FEET TO A BRASS CAP SET THIS SURVEY AT A POINT OF INTERSECTION BETWEEN SAID WEST LINE AND THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO JIMMIE JOE JOHNSON AND CAROLYN E. JOHNSON AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 570, PAGE 115;

THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID JOHNSON PARCEL, AND ALONG THE SOUTH LINE OF ANOTHER JOHNSON PARCEL DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 553, PAGE 595 AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 2392.00 FEET, THROUGH A CENTRAL ANGLE OF 18°33'40", AN ARC LENGTH OF 774.89 FEET, AND A CHORD BEARING AND DISTANCE OF N80°02'00"E AND 771.51 FEET TO A BRASS CAP SET THIS SURVEY AT THE LOCATION OF A FOUND ALUMINUM CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N82°07'38"W, ALONG THE NORTHEASTERLY LINE OF SAID JOHNSON PARCEL, 456.60 FEET TO A BRASS CAP SET THIS SURVEY AT THE LOCATION OF A FOUND IRON PIPE AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S76°38'07"W, ALONG THE NORTHWESTERLY LINE OF SAID JOHNSON PARCEL, 351.63 FEET TO A BRASS CAP SET THIS SURVEY AT A POINT OF INTERSECTION WITH THE CENTERLINE OF THE NW1/4 OF SAID SECTION 6 AND AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N03°02'41"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE NW1/4 OF SAID SECTION 6 AND ALONG THE WEST LINE OF THIS PARCEL, 541.96 FEET TO THE N1/16 CORNER COMMON TO SAID SECTIONS 31 AND 6, SAID CORNER BEING LOCATED IN THE NORTH PLATTE RIVER AND REFERENCED BY A FOUND ALUMINUM CAP WITNESS CORNER LOCATED S03°02'41"W, 154.33 FEET FROM SAID 1/16 CORNER;

THENCE N01°00'31"E, ALONG THE NORTH-SOUTH CENTERLINE OF THE SW1/4 OF SAID SECTION 31 AND ALONG THE WEST LINE OF THIS PARCEL, 869.14 FEET TO A BRASS CAP SET THIS SURVEY AT A POINT OF INTERSECTION BETWEEN SAID WEST LINE AND THE SOUTHEASTERLY LINE OF A PARCEL OF LAND QUITCLAIMED TO LARRY L. RAFINER JOLENE W. RAFINER AS DESCRIBED IN THE QUITCLAIM DEED RECORDED IN BOOK 944, PAGE 306;

THENCE N42°16'42"E, ALONG THE NORTHWESTERLY LINE OF THIS PARCEL AND ALONG THE SOUTHEASTERLY LINE OF SAID RAFINER PARCEL, AND ALONG THE SOUTHEASTERLY LINE OF A PARCEL OF LAND DEEDED TO COLLEEN BOLTE AS DESCRIBED IN THE SHERIFFS DEED RECORDED IN BOOK 1023, PAGE 299, 613.72 FEET TO A BRASS CAP SET THIS SURVEY AT THE LOCATION OF A FOUND REBAR, SAID POINT BEING LOCATED ON THE NORTH LINE OF THE SE1/4SW1/4 OF SAID SECTION 31;

THENCE S88°30'55"E, ALONG THE EAST-WEST CENTERLINE OF THE SW1/4 OF SAID SECTION 31 AND ALONG THE NORTH LINE OF THIS PARCEL, 909.14 FEET TO THE C-S1/16 CORNER OF SAID SECTION 31, SAID CORNER BEING LOCATED IN THE NORTH PLATTE RIVER;

THENCE S88°30'55"E, CONTINUING ALONG THE EAST-WEST CENTERLINE OF THE SW1/4 OF SAID SECTION 31 AND ALONG THE NORTH LINE OF THIS PARCEL, 57.94 FEET TO A BRASS CAP SET THIS SURVEY AT A POINT OF INTERSECTION BETWEEN THIS LINE AND THE HIGH WATER LINE ON THE SOUTH BANK OF THE NORTH PLATTE RIVER;

THENCE N48°53'27"E, ALONG SAID HIGH WATER LINE AND ALONG THE NORTH LINE OF THIS PARCEL, 239.67 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N57°17'38"E, CONTINUING ALONG SAID COMMON LINE, 199.57 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N69°22'15"E, CONTINUING ALONG SAID COMMON LINE, 188.72 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE N82°28'45"E, CONTINUING ALONG SAID COMMON LINE, 110.28 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S87°38'49"E, CONTINUING ALONG SAID COMMON LINE, 270.78 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION, SAID POINT BEING THE NORTHEAST CORNER OF THIS PARCEL;

THENCE S07°28'23"E, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 722.56 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE SOUTHERLY, ALONG THE SOUTHEASTERLY LINE OF THIS PARCEL AND ALONG THE ARC OF A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 1149.01 FEET, THROUGH A CENTRAL ANGLE OF 96°28'56", AN ARC LENGTH OF 1934.85 FEET, AND A CHORD BEARING AND DISTANCE OF S20°35'40"E AND 1714.22 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S08°09'38"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 242.85 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S84°39'12"E, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 80.05 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S03°01'53"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 361.20 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION;

THENCE S11°49'23"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 139.52 FEET TO A BRASS CAP SET THIS SURVEY AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION, SAID POINT BEING LOCATED ON THE EAST-WEST CENTERLINE OF THE NE1/4 OF SAID SECTION 6;

THENCE S09°39'00"W, ALONG THE EAST LINE OF THIS PARCEL OF LAND, 401.30 FEET TO A BRASS CAP SET THIS SURVEY AT THE SOUTHEAST CORNER OF THIS PARCEL OF LAND, SAID POINT LIES ON THE NORTH RIGHT-OF-WAY LINE OF WYOMING HIGHWAY 20/26;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS PARCEL AND ALONG THE ARC OF A TRUE CURVE TO THE LEFT HAVING A RADIUS OF 11534.16 FEET, THROUGH A CENTRAL ANGLE OF 01°26'02", AN ARC LENGTH OF 288.68 FEET, AND A CHORD BEARING AND DISTANCE OF S83°12'45"W AND 288.68 FEET TO A FOUND WYOMING HIGHWAY DEPARTMENT BRASS CAP MONUMENT AT A POINT OF CURVATURE;

THENCE S82°27'59"W, ALONG THE SOUTH LINE OF THIS PARCEL OF LAND AND ALONG SAID NORTH RIGHT-OF-WAY LINE, 1004.57 FEET TO A FOUND WYOMING HIGHWAY DEPARTMENT BRASS CAP MONUMENT AT A POINT OF TANGENCY;

THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF THIS PARCEL AND ALONG THE ARC OF A TRUE CURVE TO THE RIGHT HAVING A RADIUS OF 5655.07 FEET, THROUGH A CENTRAL ANGLE OF 01°39'57", AN ARC LENGTH OF 164.42 FEET, AND A CHORD BEARING AND DISTANCE OF S83°18'12"W AND 164.41 FEET TO A BRASS CAP SET THIS SURVEY AT A POINT OF INTERSECTION WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 6;

THENCE N00°41'00"E, ALONG SAID NORTH-SOUTH CENTERLINE, 607.57 FEET TO A BRASS CAP SET THIS SURVEY AT THE LOCATION OF A FOUND ALUMINUM CAP MARKING THE C-N1/16 CORNER OF SAID SECTION 6;

THENCE N89°00'38"W, ALONG THE EAST-WEST CENTERLINE OF THE NW1/4 OF SAID SECTION 6, 1357.60 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 165.87 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE THE SAME INTO TRACTS, RECREATION AREAS, WALKWAYS, STREETS, UTILITY AND OTHER EASEMENTS AS SHOWN ON THIS PLAT; AND DOES HEREBY DESIGNATE AND DEDICATE ALL STREETS, WALKWAYS AND RECREATION AREAS, TO THE USE OF OWNERS OF THE TRACTS IN THE SUBDIVISION. THE 60.00 FOOT RIGHT-OF-WAY FOR "BLUEGRASS RIVER ROAD" AND OTHER UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC UTILITY COMPANIES FOR THE PURPOSES OF SERVING THE TRACTS DEDICATED HEREIN. THE NAME OF THE SUBDIVISION SHALL BE "BLUEGRASS RIVER RANCH", AND IS HEREBY DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER