

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
EASEMENTS, CHARGES AND ASSESSMENTS AFFECTING
THE REAL PROPERTY KNOWN AS
FAIRWAY ESTATES

THE UNDERSIGNED, being the sole owners of all lands in Fairway Estates, a subdivision of Converse County, Wyoming, located in portions of Sections 15 and 22, T. 32 N., R. 71 W. of the 6th P.M., and more particularly described as follows:

That part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 15, T. 32 N., R. 71 W. and the N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 22, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, being more particularly described as follows:

That part of the S $\frac{1}{2}$ SW $\frac{1}{4}$, Section 15, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, lying South of the Southerly right-of-way line of Interstate Highway No I-25, said tract being more particularly described as follows:

Beginning at the SW corner of Section 15, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, thence using the South boundary line of said Section 15 as base bearing N. 89°57' E., 2647.08 feet along said South boundary to the S $\frac{1}{2}$ corner of said Section 15; thence N. 00°05'20" W., 127.1 feet along the East line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ to a point on the Southerly right-of-way of Interstate Highway; thence following said right-of-way line on a curve to the left a distance of 2378.4 feet and whose chord bears N. 86°10'27" W., a distance of 2368.49 feet; thence continuing on said right-of-way line S. 84°46'31" W, 285.7 feet to a point on the West boundary of said Section 15; thence S. 00°11'20" E., along said West boundary a distance of 261.68 feet to the point of beginning, containing 16.43 acres more or less.

And that part of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, more particularly described as follows:

Beginning at the North $\frac{1}{4}$ corner of Section 22, T. 32 N., R. 71 W. of the 6th P.M., Converse County, Wyoming, thence using the North boundary line of said Section 22 as base bearing S. 89°57' W., 257.08 feet; thence S. 00°03' E., 1070.0 feet; thence S. 89°57' W., 1320.0 feet; thence N. 75°53' W., 1103.2 feet to a point on the West boundary of said Section 15, thence S. 00°03' E., 541.14 feet to the SW corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$; thence along the South boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$, S. 89°53' E., 2649.07 feet to the SE corner of said N $\frac{1}{2}$ NW $\frac{1}{4}$; thence along the East boundary of said N $\frac{1}{2}$ NW $\frac{1}{4}$, N. 00°08' W., 1349.02 feet to the point of beginning, containing 26.38 acres, more or less.

Total acres in two tracts is 42.81 acres, more or less.

RECORDED	DEC. 7, 1981	AT 2:55	CLERK	P
BOOK	768	OF	MISC.	PAGE 309
NO.	597177			DOROTHY L TAYLOR COUNTY CLERK

The above-described property now known as Lots 1 through 57, inclusive, Fairway Estates, a subdivision of Converse County, Wyoming, as recorded in Plat Book 2, page 25 and 25-A in the office of the Converse County Clerk; with Lots 55 and 56, Fairway Estates, having been replatted and now known as Lots 58 through 63, Replat No. 1, Fairway Estates, a subdivision of Converse County, Wyoming, as recorded in Plat Cabinet No. 2, Slide No. 21.

do hereby adopt and make the following Covenants, Conditions, Restrictions, Easements, Charges and Assessments on the above-described property. The undersigned sole owners of the above-described property hereby declare that such property shall be held, sold and conveyed subject to this Declaration which is for the purpose of protecting the value and desirability of, and which shall run with the real property above-described and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

This Declaration shall insure the use of the property for attractive residential purposes, to prevent nuisances, and to secure to each lot owner the full benefit of his property, with no greater restriction upon the free and unhindered use of his property than is necessary to insure the same advantages to the other owners.

When this Declaration is fully signed and placed of record in the office of the Converse County Clerk, those prior Covenants and Restrictions affecting Fairway Estates dated September 14, 1977, recorded January 5, 1978, in Book 660 at page 391-330 in the office of the Converse County Clerk, shall be, and are hereby repealed in their entirety and the same shall be null and void and of no further force or effect. It is the specific intent of the undersigned owners that this Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Assessments shall now be binding upon all persons and parties now or hereafter

having or claiming any interest in the lands herein specified.

ARTICLE I.

Definitions:

Section 1. "Association" shall mean and refer to the Fairway Estates Homeowner's Association, its successors and assigns.

Section 2. "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 sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, including the improvements thereto, owned by or to be conveyed to the Association for the common use and enjoyment of the owners. The common area to presently be owned by the Association is Lot 57, Fairway Estates, a subdivision of Converse County, Wyoming, as recorded in Plat Book 2, pages 25 and 25-A.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

ARTICLE II.

Purpose and Organization:

Section 1. Purpose. Fairway Estates Homeowners Association, hereinafter called "Association", is a non-profit, incorporated association organized for the purpose of owning and/or maintaining those areas and systems as hereinafter provided and of enforcing the terms and conditions of the Covenants and Restrictions affecting Fairway

Estates for the mutual benefit of the owners of the above-described property.

Section 2. Membership. Every owner of a lot shall be a member of the Association.

Section 3. Voting and Quorum. Members shall be entitled to one (1) vote for each lot owned. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as may otherwise be provided by the Articles of Incorporation, the By-Laws, or the Covenants and Restrictions. A majority of votes cast shall constitute final action of the members.

Section 4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors consisting of directors elected annually by the members.

Section 5. Officers. The Board of Directors shall elect a president, a vice-president and a secretary-treasurer or a secretary and a treasurer who shall have such authority as may be provided from time to time by the Board of Directors, and who shall serve at the pleasure of the Board. Officers shall be members of the Board of Directors.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting with the written consent of all of the members authorized to vote on the matter, or signed by all of the Board of Directors, as the case may be, and setting forth the action so taken.

Section 7. By-Laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted and may be altered, amended or repealed and new By-Laws adopted according to the procedures set forth in said By-Laws.

ARTICLE III.

Property Rights:

Section 1. Owner's Easements of Enjoyment. 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 lot, subject to the following provisions:

a) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

b) 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 subject to such conditions as may be agreed to by the members.

No dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV.

Membership and Voting Rights:

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners, with the exception of Fairway Incorporated, a Wyoming Corporation, and shall be entitled to one (1) vote for each lot owned. When

more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member(s) shall be Fairway Incorporated, a Wyoming Corporation, and it shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (ii) on January 1, 2001.

ARTICLE V.

Covenant for Maintenance Assessments:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each present owner of any lot within the properties hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a) Annual assessments or charges; and,
- b) Special assessments for capital improvements, 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 the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for

delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, the roads and facilities in which owners have easements of enjoyment, or the private streets, roads, drainageways and common areas which are reserved for the private use and convenience of the owners.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the recordation of this Declaration, the maximum annual assessment shall be Two Hundred Fifty Dollars (\$250.00) per lot.

a) From and after January 1st of the year immediately following the recordation of this Declaration, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1st of the year following the recordation of this Declaration, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital 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 construction, reconstruction, repair or replacement of a

capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action

Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) 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 the votes of each class of 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 ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. 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 at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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 of six percent (6%) per annum. The Association may bring an 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 his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed of trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not. The lien of such assessment shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any lot shall not affect the liens for said charges except that sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien

of such charges as to payments which became due prior to such sale, transfer or cancellation or forfeiture of executory land sales contract. No sale or transfer, or cancellation or forfeiture of executory land sales contract, shall relieve such lot from liability for any such charges thereafter becoming due or from the lien thereof.

ARTICLE VI.

Covenants to preserve the Character of Fairway Estates:

Section 1. Buildings, etc.; Approval.

a) No building or structure of any kind including, but not limited to, walls, fences and signs shall be erected, altered, placed, assembled or permitted to remain on any lot, unless and until plans showing the type of use, location, size and architectural design and color scheme of all proposed structures, driveways, walks, loading areas and parking areas have been approved in writing by the Board of Directors of the Association (hereinafter called "Board"), or by an Architectural Control Committee (hereinafter called "Committee") composed of three (3) or more representatives appointed by the Board.

b) All lands covered by this subdivision shall be used for residential purposes only, and no commercial, business or industrial activity shall be allowed or permitted thereon.

c) No structure shall be erected, placed or permitted to remain on any tract, other than single family dwelling, garage buildings, and other structures incidental to single family residential use of the tract; provided, however, that dwellings known as "townhouses" and "condominiums" may be allowed with the written consent of the Board or Committee.

d) That portion of each dwelling facing the access road (as opposed to the golf course) shall be considered the "front" of the dwelling.

e) No outside toilets will be permitted, except for a

period not to exceed ninety (90) days during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and the Douglas Golf Course and shall be removed, torn down and made sanitary at the end of the ninety (90) day period.

f) Temporary facilities may be located upon a tract for a period not to exceed one (1) year, provided that no such temporary facilities be parked or located thereon unless the owner is at the same time undertaking the construction of a permanent dwelling.

g) At such time as a permanent dwelling is built upon the tract, each owner shall be required to construct underground sanitation facilities in conformity with the laws of the State of Wyoming, and the same shall be placed upon each tract so as not to create any unsafe conditions, or create any nuisance to owners of adjoining tracts.

h) All water for domestic and culinary purposes shall be drawn from drilled wells or other water supplies located upon Fairway Estates. All water supplies, easements and facilities shall be owned by the Association. Nothing herein contained shall be construed to prevent all owners of this subdivision from constructing common water or sanitation facilities by private agreements, so long as the same meet with these requirements and the sanitation laws of the State of Wyoming.

i) In the event the Board or Committee fails to approve or disapprove any required design or location plans or specifications within sixty (60) days after such plans or specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion of improvements, approval will not be required and full compliance with all covenants will be assumed.

Section 2. Except as may be provided herein, or established by the Board or Committee, this subdivision has:

NO PROPOSED DOMESTIC WATER SOURCE

NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM

NO PUBLIC MAINTENANCE OF STREETS OR ROADS

Each lot owner shall be responsible for installation, use and maintenance of his private sewage disposal, in full compliance with applicable Wyoming laws or regulations. However, by a two-thirds (2/3's) vote of all lot owners of this subdivision, a common or public sewage system may be adopted, installed, operated and financed by the Association.

Section 3. Lot Size. All lots in Fairway Estates shall have a minimum area of twenty thousand (20,000) square feet; except, not more than five (5) lots with a minimum area of eighteen thousand (18,000) square feet, and as described on the recorded plat.

Section 4. Building Location. No building shall be located on any lot nearer than fifty (50) feet from the centerline of any dedicated street or road. The setback required from the side and rear property lines shall be subject to the approval of the Board or Committee, provided that no more than fifty (50) feet of sideyard setback nor more than fifty (50) feet of rearyard setback shall be required. For the purpose hereof, the Board or Committee shall determine what portions of a structure are part of a building. Generally, caves, walks and approaches shall not be considered as part of the building. Nothing herein shall be construed as allowing any portion of a building or structure on any lot or site to encroach on the lot or site of another property owner.

Section 5. Screens and Fences. All screens, fences and visual barriers referred to herein shall be approved by the Board or Committee.

Section 6. Signs, Etc.. No billboards, signs or other advertising devices of any character shall be erected, pasted, posted, painted, displayed or permitted upon any part of the building or site without the prior approval of the Board or Committee.

Section 7. Lawns, Landscaping. All setback areas facing streets between the front building line and the street, with the exception of driveways, sidewalks and permitted parking shall be used exclusively for the planting and growing of trees, shrubs, lawns, gardens and other ground covering or landscaping material approved by the Board or Committee. Unused land reserved for future expansion or other purposes shall be maintained and kept free of weeds, other unsightly plant growth, rubbish and debris. All landscaping must be maintained by the site owner or occupant to the reasonable standards of the Board or Committee for neatness and beauty.

Section 8. Prohibited Operations.

a) There shall not be permitted any labor camps, junk yards, drilling for oil and gas, oil refining, quarrying or mining operations, or stock yards or slaughter operations or rendering work or smelting, nor the commercial raising, breeding or maintenance of any animals, livestock or poultry; nor any similar uses though not specifically named herein which would be obnoxious to and not in harmony with the general plan, purpose and use of the Fairway Estates.

b) Not more than three (3) domestic house pets shall be allowed to any lot and all pets must, at all times, be under the physical control of the owner. No pets shall be allowed to run loose except in enclosed areas located upon the owner's lot. The owner shall be responsible to prevent unusual barking and noise from their pets.

c) No inoperative automobiles, machinery or rubbish shall be placed and remain on any of the said tracts for more than one hundred twenty (120) days unless stored or

parked in a carport, garage or barn.

d) No owner of any tract shall cut down or destroy, or permit the cutting down or destruction of any growing trees on his tract which are more than three (3) inches in diameter when measured one (1) foot above ground level; excepting that such trees may be removed if their location interferes with placement of permitted improvements on the tract. Dead or diseased trees of any size may be removed.

e) Horses are not permitted on or within this subdivision.

f) The elevation of a tract, or any portion thereof, shall not be changed so as to materially affect the surface elevations or grade of surrounding tracts. No timber, rock, gravel, clay or other minerals shall be removed from any tract for commercial purposes.

Section 9. The users and owners of said land must (a) keep the property free and clear of weeds, trash or other unattractive refuse and vegetation, (b) store trash receptacles at the front or side of buildings in covered containers and in enclosed areas, easily accessible for pick-up, (c) keep rubbish, garbage and other waste disposed of in a sanitary manner, (d) store materials, or park vehicles for long terms, only at areas which are not unattractive and which do not intrude upon the street, (e) maintain the parking areas, access roads from the streets, and other driveways, and maintain such areas and their immediate surroundings in a neat and clean manner, and (f) adequately landscape all property to harmonize with buildings and parking areas, if any. No tract or any part thereof, shall be used or maintained as a dumping ground for rubbish. Burning of trash shall be permitted only as provided by law and in containers designed for that purpose and at such time of the year as it shall not constitute a fire hazard.

Section 10. Nuisance. The site owner or occupant

shall not cause or make any excessive noise, odor or harmful sewage or vibration that could reasonably be objectionable to other occupants or site owners; or that reasonably conflicts with the planned purposes and restrictions of the subdivision, and no site owner shall in any case create or maintain a legal nuisance.

Section 11. Temporary Structures. No structure of a temporary character, including a basement, tent, shack, garage, barn, or other out-building shall be used or permitted to remain on any site at any time, either temporarily or permanently, without special written approval of the Board or Committee.

Section 12. Firearms, Explosives, Etc. The discharging, firing or setting off of firearms, explosives, fire crackers, and any other hunting devises or loud or dangerous materials shall at all times be prohibited in Fairway Estates.

Section 13. The Association, its successors and assigns, shall be responsible for the erection and maintenance of any fences, gates and autogates required by Converse County, and under the supervision and approval of the County Commissioners thereof or their agent, as to design and adequacy. The costs and expenses of any fences and autogates required by Converse County shall be borne proportionately by all of the owners of Fairway Estates, and the Board or Committee shall have the power and authority to assess the same against each lot owner, and to collect the same by demand or suit as provided by law. Except as is hereinabove provided for common fences and autogates required by Converse County, the owners of each tract shall be responsible for erecting and maintaining any fences and gates around their respective tract.

Section 14. No tract in Fairway Estates shall be further subdivided in size without the written approval of

the Board or Committee and full compliance with any applicable law, rules and regulations enacted by the State of Wyoming or its legal subdivisions.

Section 15. Mail service for owners of Fairway Estates shall be provided only at the county road unless altered in writing by the Board or Committee and approved by the Converse County Commissioners.

Section 16. All lot owners, their invited guests and other persons using Fairway Estates must use the access roads provided on the plat of this subdivision as recorded in the office of County Clerk, Converse County, Wyoming, unless altered and approved by the Board or Committee and subject to further approval by the Board of County Commissioners, Converse County, Wyoming. No overnight parking of any vehicle, boat, truck, pickup, trailer or similar equipment shall be allowed on the access roads.

Section 17. There is hereby excepted and reserved to Mortons Incorporated and to Grantors, their successors and assigns and owners of Fairway Estates, for the purpose of having adequate roadways and utility easements to serve each tract and the surrounding lands, a perpetual easement along the areas designated "road easement" as shown on the recorded plat of this subdivision, for the purpose of erecting, constructing and maintaining roadways and public or private utility facilities. The Board or Committee is hereby granted the right to change, lay out anew or discontinue any roadway or utility easement in its sole discretion, that would be beneficial in serving any tract. All claims for damages, if any, arising out of the construction, maintenance and repair of roadways and utilities, or on account of temporary or other inconvenience caused thereby against Mortons Incorporated, the Grantor, the Board or Committee, any utility company or any of their agents or servants, are hereby waived by the owners of Fairway Estates, their

successors and assigns. All utilities shall be placed underground as nearly as practical.

ARTICLE VII.

General Provisions:

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any part of the requirements and limitations herein set forth by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area and amendment of this Declaration of Covenants, Conditions and Restrictions.

These Covenants and Restrictions shall be binding upon the undersigned and all subsequent owners or persons having an interest in Fairway Estates.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the date opposite their respective signatures.

DATED:

SIGNATURES:

PROPERTY OWNED:

Fairway Incorporated, a Wyoming Corporation

Lots 1, 5, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 32, 40, 44, 45 - 54, incl., and 57.

Sept 29-81

By [Signature]
President

ATTEST:

[Signature]
Secretary

(S E A L)

11/25/81

[Signature]
C. Donald Irwin

12/2/81

[Signature]
Carolyn M. Irwin

Lot 2

Colt Track Livestock, Inc., a Wyoming Corporation

9/30/81

By [Signature]
President

Lot 3

ATTEST:

[Signature]
Secretary

(S E A L)

Sept 29-81

[Signature]
A. V. Russell

[Signature]
Rita C. Russell

Lot 6

DATED:

SIGNATURES:

PROPERTY OWNED:

~~11/25/81~~
12/2/81

Donald M. Sutphin
Donald M. Sutphin

Lot 7

Lucinda M. Sutphin
Lucinda M. Sutphin

~~Nov 25, 1981~~

Sam Leonard
Sam Leonard

Lot 16

Lola M. Leonard
Lola M. Leonard

A B C & G Partnership

~~100-23-81~~
Dec-2-81

By Arthur Richard Jones
Arthur Richard Jones,
General Partner

Lots 26,
33 and 34

~~11/24/81~~
12-2-81 ek.

Douglas L. Hill
Douglas L. Hill

Lot 29

Linda L. Hill
Linda L. Hill

J. Patrick Hand
Nov 24, 1981

Lot 30

Karen Hand
Karen Hand

~~11-25-81~~
12-1-81

Dennis K. Rogers
Dennis K. Rogers

Lot 31

19 Nov '81

Donnie D. Tarrell
Donnie D. Tarrell

Lot 35

Elsie A. Tarrell
Elsie A. Tarrell

PROPERTY OWNED:

DATED:

SIGNATURES:

pb
December 3, 1981
~~Nov. 25, 1981~~

Deborah McNally Bartos Lot 36
Deborah McNally Bartos

Oct 9 - 1981

Paul A. White

Paul A. White

Lot 37

Marcia A. White
Marcia A. White

Nov 17, 1981

M. Hale Kreycik
M. Hale Kreycik

Lot 38

Jane E. Kreycik
Jane E. Kreycik

Oct. 16, 81

Wade R. Osborne

Wade R. Osborne

Lot 39

Terri L. Osborne
Terri L. Osborne

2 Oct. 1981

Ethel Jane Holman

Ethel Jane Holman

Lot 41

19 October 1981

Lloyd R. Saunders

Lloyd R. Saunders

Lot 42

Shirley A. Saunders
Shirley A. Saunders

6 Dec 81
9 Nov 81 *pb*

James R. Twiford

James R. Twiford

Lot 43

6 Dec. 81
10 Nov. 81 *pb*

Jenne L. Twiford

Jenne L. Twiford

DATED:

SIGNATURES:

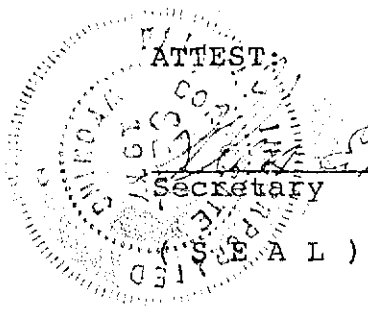
PROPERTY OWNED:

Sept 29 81

Fairway Incorporated, a Wyoming Corporation

Lot 4

By [Signature]
President



ATTEST:
[Signature]
Secretary

Nov. 25 1981

[Signature]
Arthur VanRensselaer

Lot 4

[Signature]
Judith VanRensselaer

* * * * *

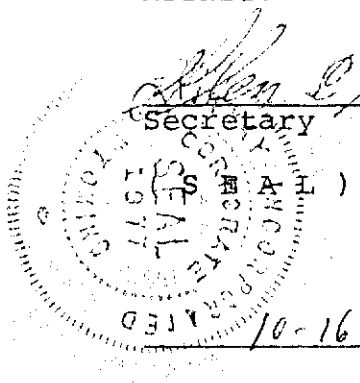
Sept 29 81

Fairway Incorporated, a Wyoming Corporation

Lot 9

By [Signature]
President

ATTEST:



ATTEST:
[Signature]
Secretary

10-16-81

[Signature]
Everett Osborne

Lot 9

[Signature]
Wilda Osborne

* * * * *

(Lot 55 and 56, now
Lots 58-63, incl.)

10-7-81 Cecil J. Coe
Cecil J. Coe

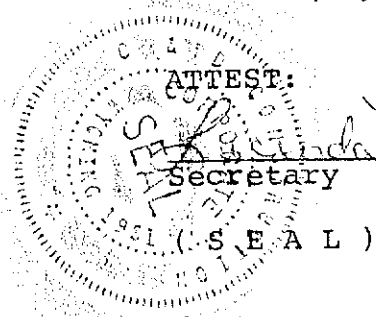
Lot 58

10-6-81 Geraldine A. Coe
Geraldine A. Coe

C & D CONSTRUCTION, a
Wyoming Corporation

D.L.
~~11-25-81~~
12/2/81 By Donald M. Sutphen
President

Lots 59,
60, 61 and
62



10-5-81 Cecil F. Adams
Cecil F. Adams

Lot 63

Peggy O. Adams
Peggy O. Adams

30
12-3-81
10-9-81 James L. Read
James L. Read

Lot 27

Barbara B. Read
Barbara B. Read

Converse County Bank, Trustee for
the E. Jane Holman Revocable
Living Trust dated September 23, 1981

12/7/81 By Keith E. Cowden
Keith E. Cowden, Vice-President
and Trust Officer

Lot 41

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

BOOK 768 PAGE 331

On this 29th day of SEPTEMBER, 1981, before me personally appeared A. V. Russell and Glen E. Russell to me known, who, being by me duly sworn, did say that they are the President and Secretary, respectively of Fairway Incorporated, a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said A. V. Russell and Glen E. Russell acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this 29th day of SEPTEMBER, 1981.

LEONARD HOLLER - Notary Public
County of Converse

Leonard Holler
Notary Public

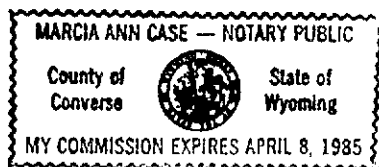
My Commission Expires: NOVEMBER 13, 1982

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 9th day of December, 1981, before me personally appeared C. Donald Irwin and Carolyn M. Irwin, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

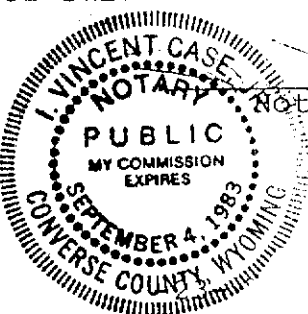
Donald Irwin
Notary Public

My Commission Expires: 1-8-82



STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 7th day of December, 1981, before me personally appeared Keith E. Cowden, to me known, who, being by me duly sworn, did say that he is the Vice-President and Trust Officer of the Converse County Bank, Trustee for the E. Jane Holman Revocable Living Trust dated September 23, 1981, and that said instrument was signed on behalf of said Trust and said Keith E. Cowden acknowledges said instrument to be the free act and deed of said Trust.



My Commission Expires: September 4, 1983

I. Vincent Case
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 29th day of September, 1981, before me personally appeared A. V. Russell and Rita C. Russell, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

LEONARD HOLLER
Notary Public
County of Converse

Leonard Holler
Notary Public

My Commission Expires: NOVEMBER 13, 1982

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 2nd day of December, 1981, before me personally appeared Donald M. Sutphin and Lucinda M. Sutphin, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

MARCIA ANN CASE — NOTARY PUBLIC
County of Converse State of Wyoming
MY COMMISSION EXPIRES APRIL 8, 1985

Marcia Ann Case
Notary Public

My Commission Expires: 4-8-85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 5th day of December, 1981, before me personally appeared Sam Leonard and Lola M. Leonard, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

MARCIA ANN CASE — NOTARY PUBLIC
County of Converse State of Wyoming
MY COMMISSION EXPIRES APRIL 8, 1985

Marcia Ann Case
Notary Public

My Commission Expires: 4-8-85

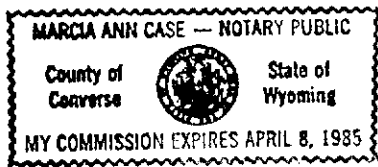
STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 31st day of December, 1981, before me personally appeared Arthur Richard Jones to me known, who, being by me duly sworn, did say that he is the General Partner of A B C & G Partnership and that said instrument was signed on behalf of said partnership by authority of the partnership and said Arthur Richard Jones acknowledges said instrument to be the free act and deed of said partnership.

Given under my notarial seal this 31st day of December, 1981.

Marcia Ann Case
Notary Public

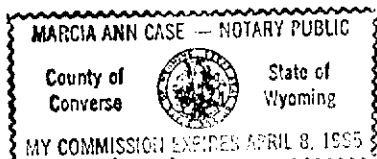
My Commission Expires: 4-8-85



STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 2nd day of December, 1981, before me personally appeared Douglas L. Hill and Linda L. Hill, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires: 4-8-85

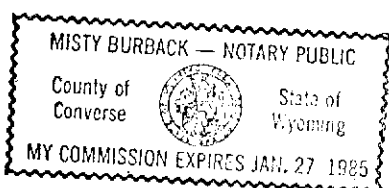


Marcia Ann Case
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 24th day of November, 1981, before me personally appeared J. Patrick Hand and Karen Hand, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

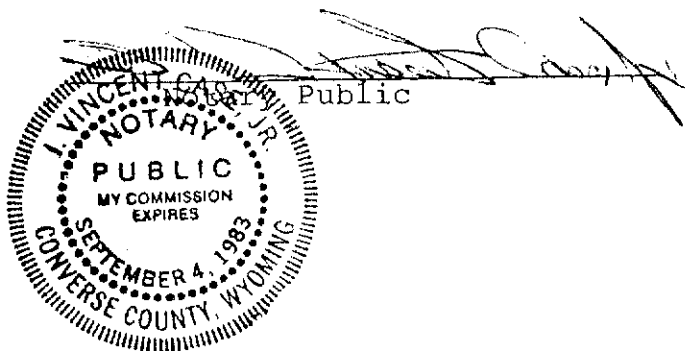
My Commission Expires: 1-27-85



Misty Burback
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

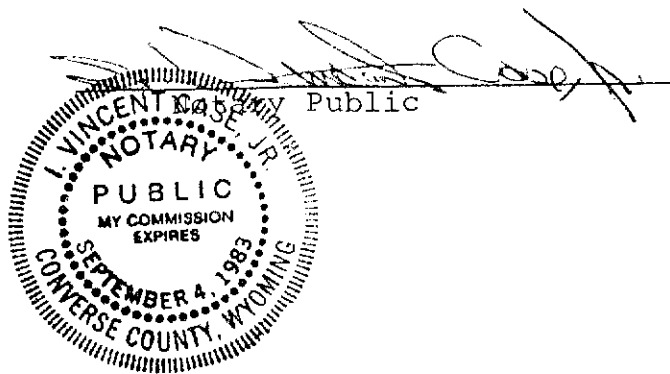
On this 1st day of December, 1981, before me personally appeared Dennis K. Rogers, a married person, to me known to be the person who described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



My Commission Expires:
September 4, 1983

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

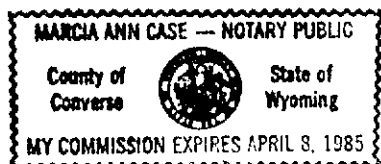
On this 19th day of November, 1981, before me personally appeared Donnie D. Tarrell and Elsie A. Tarrell, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



My Commission Expires:
September 4, 1983

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 3rd day of December, 1981, before me personally appeared Deborah McNally Bartos, to me known to be the person who described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



Marcia Ann Case
Notary Public

My Commission Expires: 7-8-85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 9th day of October, 1981, before me personally appeared Paul A. White and Marcia A. White, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Gene A. Cook
Notary Public

My Commission Expires: May 5, 1982

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

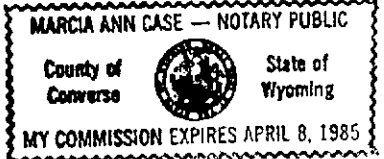
On this 17th day of November, 1981, before me personally appeared M. Hale Kreycik and Jane E. Kreycik, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Gene A. Cook
Notary Public

My Commission Expires: January 27, 1985

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 16th day of October, 1981, before me personally appeared Wade R. Osborne and Terri L. Osborne, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

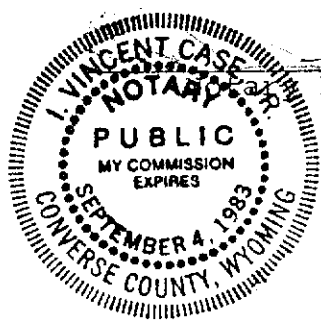


Marcia Ann Case
Notary Public

My Commission Expires: 4/8/85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 2nd day of October, 1981, before me personally appeared Ethel Jane Holman, to me known to be the person who described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



I. Vincent Case
Notary Public

My Commission Expires:
September 4, 1983

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

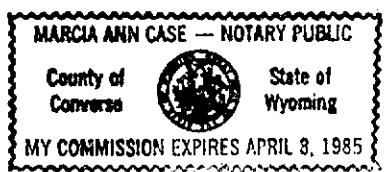
On this 19th day of October, 1981, before me personally appeared Lloyd R. Saunders and Shirley A. Saunders, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Eva T. Cook
Notary Public

My Commission Expires: January 27, 1985

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 6th day of December, 1981, before me personally appeared James R. Twiford and Jenne L. Twiford, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Marcia Ann Case
Notary Public

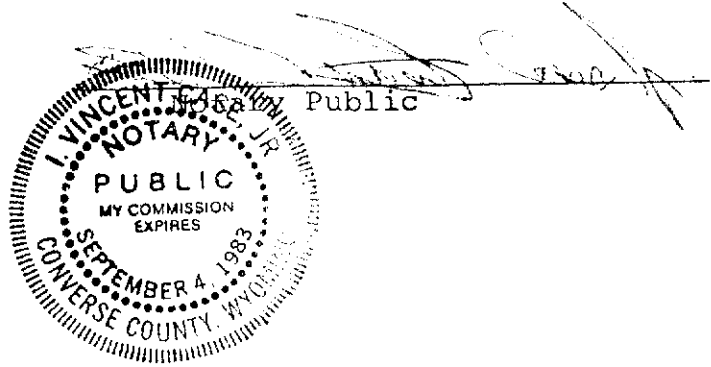
My Commission Expires: 4-8-85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

BOOK 768 PAGE 337

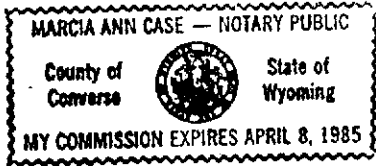
On this 25th day of November, 1981, before me personally appeared Arthur VanRensselaer and Judith VanRensselaer, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

My Commission Expires:
September 4, 1983



STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 10th day of October, 1981, before me personally appeared Everett Osborne and Wilda Osborne, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Marcia Ann Case
Notary Public

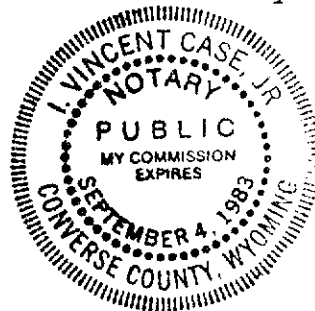
My Commission Expires: 4-8-85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On the 10th day of October, 1981, before me personally appeared Geraldine A. Coe, and on the 7th day of October, 1981, before me personally appeared Cecil J. Coe, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Geraldine A. Coe
Notary Public

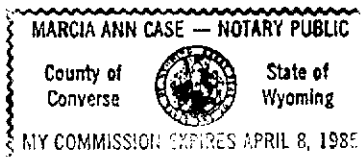
My Commission Expires:
September 4, 1983



STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 2nd day of December, 1981, before me personally appeared Donald M. Sutphin and Lucinda M. Sutphin to me known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of C & D Construction, a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Donald M. Sutphin and Lucinda M. Sutphin acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this 2nd day of December, 1981.



Marcia Ann Case
Notary Public

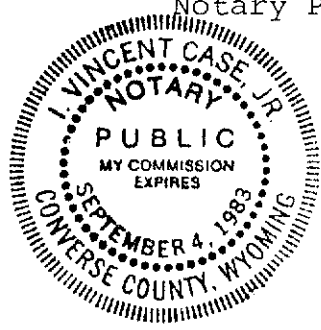
My Commission Expires: 4-8-85

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 5th day of October, 1981, before me personally appeared Cecil F. Adams and Peggy O. Adams, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]
Notary Public

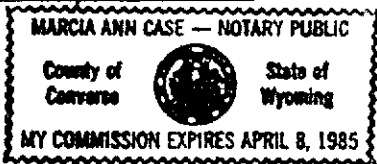
My Commission Expires:
September 4, 1983



STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 30th day of September, 1981, before me personally appeared Jim Roush and Jo Roush to me known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of Colt Track Livestock, Inc., a Wyoming Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Jim Roush and Jo Roush acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this 30th day of September, 1981.

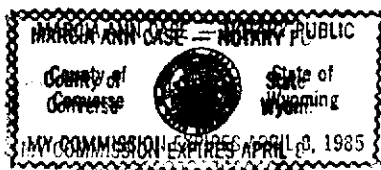


Marcia Ann Case
Notary Public

My Commission Expires: April 8, 1985

STATE OF WYOMING)
) ss.
COUNTY OF CONVERSE)

On this 9th day of December, 1981, before me personally appeared James L. Read and Barbara B. Read, husband and wife, to me known to be the persons who described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Marcia Ann Case
Notary Public

My Commission Expires: 4-8-85