

RECORDED IN BOOK Jan 12 1988 AT 3:15 P. M. OF Misc. PAGE 40 M. NO. 708891 DOROTHY L. TAYLOR COUNTY CLERK

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL PEOPLE BY THESE PRESENTS:

THIS DECLARATION is made September 23, 1987 by the Ridgewater Homeowners Association, Inc., hereinafter referred to as "Declarant" or "Association."

WITNESSETH:

WHEREAS, Declarant is the more formal corporate association of the Ridgewater Estates Homeowners Maintenance Association, a/k/a the Ridgewater Estates Homeowner(s) Association, established under that certain "Amended Declaration of Restrictive Covenants, Conditions and Restrictions and Homeowners' Maintenance Association Agreement" of March 16, 1977, as recorded in Book 637 at Page 499 in the Office of the Converse County Clerk and Ex-Officio Register of Deeds, herein referred to as "Amended Declaration;" and

WHEREAS, the above referred Amended Declaration anticipated the incorporating of said association; and

WHEREAS, the owners and purchasers of Lots in Ridgewater Estates #1, a subdivision of Converse County, Wyoming, did, under date of December 23, 1985, incorporate under the laws of the State of Wyoming and, by democratic majority vote, adopt bylaws. By such vote the name of the association was changed to "Ridgewater Homeowners Association, Inc.;" and

WHEREAS, pursuant to the bylaws of said incorporated Association (hereinafter referred to as "Association), the membership at a meeting called especially for the purpose of fully amending the "Amended Declaration," did so amend same as hereinafter stated; and

WHEREAS, the Association has as its members all owners of Lots in Ridgewater Estates #1 (previously referred to in the Amended Declaration as "Ridgewater Estates") as shown on that certain Subdivision Plat recorded September 18, 1976 in plat book No. 2, at pages 76, 76A, and 77 now Cabinet 1 - Slides 168, 169 and 170 in the Office of the Converse County Clerk insofar as the same pertain to lands located in

Ridgewater Estates #1 Subdivision.

~~BOOK~~ 936 ~~PAGE~~ 41

WHEREAS, the Declarant, by a sufficient majority vote of its members, in accordance with its bylaws, did direct the President thereof to issue this Declaration and to cause the same to be filed of record in Converse County, Wyoming, and, thereby, to supersede and replace all prior declarations pertaining to lands in Ridgewater Estates #1, a subdivision of Converse County, Wyoming;

NOW THEREFORE, the Declarant, as permitted under the Amended Declaration, hereby declares that said Amended Declaration and all prior covenants, conditions, restrictions and other agreements heretofore executed and filed covering lands in Ridgewater Estates #1 be and the same are hereby restated as hereinafter set forth. The Declarant, pursuant to a majority vote of its members and as provided under its bylaws, hereby declares that all properties located in Ridgewater Estates #1, a subdivision of Converse County, Wyoming shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the said property 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 shall inure to the benefit of each owner thereof.

ARTICLE ONE
PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Owner's Easements of Enjoyment. Every owner shall have the right to the peaceable enjoyment of the owners land and the right and easement along and on all easements and common areas shown on the plat of the subdivision and all lands owned by the Association subject only to the laws of the State of Wyoming, the regulations of Converse County and the rules established and promulgated by the Association. Such rights may be delegated by any owner, in accordance with the Bylaws of the Association, to members of the owner's family, the owners tenants, and contract purchasers who reside on the property.

Section 2. Land Use. Said subdivision is limited to residential dwellings for residential use. No commercial activities shall be permitted. There shall be no mobile homes except those in excess of 1200 square feet and then only if installed on a permanent foundation.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in the subdivision except that dogs, cats or other household pets may be kept subject to the conditions that such animals are not kept, bred or maintained for any commercial purposes and that such pets are controlled pursuant to such laws and regulations as may be in force and effect in the County of Converse. The Board of Directors of the Association may, by proper resolution, permit the keeping of not more than one horse, cow or sheep on any one lot provided the premises is of sufficient size, adequately fenced and the animal is sufficiently housed and maintained.

Section 4. Lot Splits. No lot shall be subdivided into smaller lots or tracts.

Section 5. Signs. No signs shall be displayed to the public on any lot or easement except for advertising said lot for sale or rent without the consent of the Board of Directors of the Association.

Section 6. Nuisances. No noxious or offensive activity shall be carried on in the subdivision or any lot thereof, nor shall anything be done therein which may be or become an annoyance or nuisance to any resident. All rubbish, trash and garbage shall be contained and regularly removed to avoid accumulation. There shall be no outside storage of personal property except that the same shall be kept screened by adequate fencing to conceal same from the view of neighbors and the streets.

Section 7. Burial. There shall be no interment of human remains in the subdivision.

Section 8. Vehicles, Equipment, etc. The keeping and storing of vehicles whose primary use is other than the transportation of passengers "not for hire" shall be discouraged in the subdivision. To that end, and except as permitted by the Board of Directors, the following shall apply:

A. Parking of trailers, campers, truck campers, bus campers, and large vehicles (of a size larger than the standard American manufactured motor vehicle) shall be limited to a period of 72 hours when parked on the streets and roads of the subdivision on the front 1/2 of any lot closest to the roadway.

B. No unlicensed vehicles or equipment designed to be portable or motorized which do not require licenses shall be kept or stored in the subdivision for more than 30 days.

C. Vehicles which are not in running condition or in a state of disrepair shall not be kept, stored or parked in the subdivision for more than 72 hours unless they are stored or housed out of sight and do not otherwise violate the provisions of this Declaration.

ARTICLE TWO EASEMENTS

Section 1. Blanket Easement. There is hereby created a blanket easement upon, across, over and under the lands of the subdivision for ingress, egress, installation, replacing, repairing and maintaining all utilities and roadways along those easements shown on the plat of the subdivision for all owners, their families and guests, and public officials on official business.

Section 2. Further Easements. The Board of Directors of the Association, acting through the officers of the Association, shall have the full authority to grant the use of any such easement so platted to third parties, including adjoining land owners, on such terms and conditions as the said Board deems appropriate.

Section 3. Roadways and Alleys. All roadways, alleys and other easements shown on the plat of the subdivision shall be governed and maintained by the Association.

ARTICLE THREE WATER AND WATER DISTRIBUTION

Section 1. Domestic Water Source. There is currently a central water system serving the subdivision and adjoining

lands. Said system shall be governed and maintained by the Association.

Section 2. Distribution. The Association, acting through its Board of Directors and officers shall govern and maintain the distribution system, and may exercise all incidents of ownership over same.

Section 3. Charges. The Association shall likewise establish, in accordance with its authority and ownership, the rates and assessments for said water.

Section 4. Modification. The Association may likewise transfer or convey said water system to a successor entity, including but not limited to, an improvement district, for such use or non-use as it may deem appropriate.

ARTICLE FOUR
SEWAGE DISPOSAL

Section 1. Public Sewage Disposal. THERE IS NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM IN THIS SUBDIVISION.

Section 2. Private Sewage Disposal Systems. Until otherwise permitted, all residential dwellings shall have private sewage disposal systems which shall be installed to the minimum standards promulgated by governmental agencies having jurisdiction thereof.

ARTICLE FIVE
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. Voting. There shall be one vote for each lot and the voting procedure shall be established according to the Bylaws of the Association.

ARTICLE SIX
COVENANT FOR DUES AND MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien. The Declarant, for each lot within the subdivision, (and as formerly provided in the Amended Declaration) hereby covenants, and each lot owner now and hereafter is deemed to have agreed to pay the Association annual dues and special assessments, such

assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' 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 attorneys' 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. Unless otherwise established by the membership, the assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the subdivision and for the improvement, maintenance and beautification of common areas, easements, and the lands in the subdivision.

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

Section 4. Maximum Annual Dues. Unless otherwise set by a 2/3 vote of the membership at their annual meeting the maximum annual dues per lot shall be \$100.00. From and after January 1, 1988 the maximum annual dues may be increased 5% above the maximum assessment for the previous year. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum herein established.

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

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

Section 7. Due Dates. The due dates shall be established by the Board of Directors or pursuant to the

Bylaws of the Association. The Association shall, upon demand, and for 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid with 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 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. The Association may cause the filing and enforcement of the lien herein provided in such manner as it deems necessary and proper.

Section 9. 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 or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE SEVEN
GENERAL PROVISIONS

Section 1. Current Amendment. Prior declarations hereby amended and superceded include that certain "Declarations of Restrictive Covenants, Conditions and Restrictions and Homeowners' Maintenance" recorded September 18, 1976 in Book 625 at Page 128 in the Office of the Converse County Clerk and Ex-officio Registrar of Deeds; that certain "Amended Declaration of Restrictive Covenants, Conditions and Restrictions and Homeowners' Maintenance Association Agreement" recorded March 16, 1977 in Book 637 at Page 499 in the Office of the Converse County Clerk and Ex-officio Registrar of Deeds; and all other such documents placed of public record and otherwise.

Section 2. Further Amendments. This Declaration may be amended at any annual or special meeting of the Association membership called in accordance with the Bylaws by resolution adopted by the affirmative vote of 2/3 of the quorum of the members present in person or by proxy. Such amendment shall be made a matter of public record by the filing thereof with the Office of the Converse County Clerk

together with a certificate executed by the President of the Association and attested by its Secretary reciting that the procedural requirements herein were met and such certificate shall be deemed to establish the validity of such amendment.

Section 3. 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 an 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Annexation. Additional residential property adjoining the subdivision may be annexed to or included under this Declaration with the consent of the Association through the amendment of this Declaration to provide for the inclusion or annexation of said lands.

DATED: September 23, 1987

RIDGEWATER HOMEOWNERS ASSOCIATION, INC.

BY: Jerry Friend
Jerry Friend, its President



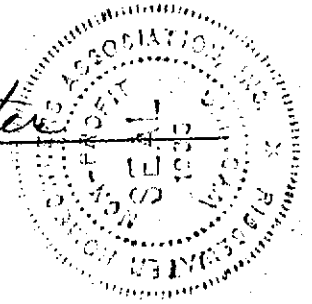
Mona Hunter
Mona Hunter, its Secretary

CERTIFICATION

I, Mona Hunter, the duly elected Secretary of Ridgewater Homeowners Association, Inc., formerly known as the Ridgewater Estates Homeowners Association, the Ridgewater Estates Homeowners Maintenance Association, do hereby certify that the above and foregoing Declaration of Covenants, Conditions and Restrictions were adopted and ratified by the membership of the Association at a meeting thereof called especially for that purposes; in accordance with the Bylaws of said Association on September 23, 1987 and that a copy of same and the resolution approving same are contained in the minutes and records of said Association.

WITNESS my hand and the Seal of said corporation this 23 day of September, 1987.

Mona Hunter
Mona Hunter



State of Wyoming)
)
County of Converse)

The foregoing was acknowledged before me this 23rd day of September, 1987 by Jerry Friend and Mona Hunter, known by me to be the President and Secretary respectively, of the Ridgewater Homeowners Association, Inc.

DATED: 9/23, 1987



Janice L. Friend
Notary Public