

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
of the RIDGEWATER HOMEOWNERS ASSOCIATION, INC.
for RIDGEWATER ESTATES

This Declaration pertains to the lands in the Ridgewater Estates Subdivisions #1, #2, #3, and #4, Section 13, Township 32 North, Range 72 West, of Converse County, Wyoming, including:

- Ridgewater #1: Block 1; Lots 1, 2, 3, 4, 5
- Block 2; Lots 1, 2, 3, 4
- Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9
- Block 4; Lots 1, 2, 3, 4, 5, 6, 7, 8
- Block 5; Lots 1, 2, 3, 4, 5, 6
- Block 6; Lots 1, 2, 3, 4
- Block 7; Lots 1, 2, 3
- Block 8; Lots 1, 2, 3, 4, 5, 6, 7, 8
- Block 9; Lots 1, 2, 3, 4, 5, 6
- Block 10; Lots 1, 2, 3, 4, 5, 6
- Block 11; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
- Ridgewater #2: Block 1; Lots 2, 3, 4, 5, 6
- Block 2; Lots 1, 2, 3
- Block 3; Lots 1, 2, 3, 4, 5, 6, 7, 8
- Block 4; Lots 1, 2, 3, 4
- Ridgewater #3: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41
- Ridgewater #4: Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9
- Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 8
- Block 3; Lots 1, 2
- Block 4; Lots 1, 2, 3

KNOW ALL PEOPLE BY THESE PRESENTS:

THIS DECLARATION is made November 13, 2000 by the Ridgewater Homeowners Association, Inc., hereinafter referred to as "Declarant" or "Association."

WITNESSETH:

WHEREAS, the owners and purchasers of Lots in Ridgewater Estates, 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; and

WHEREAS, the four subdivisions within Ridgewater Estates have previously created separate Declarations of Covenants, Conditions and Restrictions, as recorded on September 18, 1976 in Book 625 at Page 128; also on March 16, 1977 in Book 637 at Page 499; also on March 8, 1979 in Book 693 at Page 172; also on January 12, 1988 in Book 936, at Page 40 in the Office of the Converse County Clerk and Ex-Officio Registrar of Deeds; and all other such documents placed of public record; and

WHEREAS, the Association wishes to eliminate conflicting covenants and restrictions and to create comprehensive and democratic standards by which the residents and lands of all Ridgewater Estates subdivisions are governed; and

WHEREAS, the Association, by a sufficient 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, a subdivision of Converse County, Wyoming;

NOW THEREFORE, the Declarant, as permitted under the bylaws and Declarations, hereby declares that said Declaration and all prior covenants, conditions, restrictions and other agreements heretofore executed and filed covering lands in Ridgewater Estates be and the same are hereby restated as hereinafter set forth. All previous Covenants are hereafter considered null and void. The Declarant, pursuant to a sufficient vote of its members and as provided under its bylaws, hereby declares that all properties located in Ridgewater Estates, a subdivision of Converse County, Wyoming shall be held, sold and conveyed subject to the following easements, covenants, conditions, and restrictions, 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 owner's land and the right and easement along and on all easements and common areas shown on the plat of the subdivision and all lands owned by the Association subject only to the laws of the State of Wyoming, the regulations of Converse County and the rules established and promulgated by the Association, to members of the owner's family, the owner's 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. Modular, manufactured, double wide or single wide mobile homes already being used as a residence within Ridgewater Estates at the time of the acceptance of these amended Covenants are grandfathered in. Modular, manufactured, or double wide homes may be placed permanently on any lot at any location in Ridgewater Estates as long as they are built in accordance with the most recent U. S. Department of Housing and Urban Development manufactured home construction and safety standards, or in accordance with the most recent edition of the Uniform Building Code. Owner must provide documentation that the home meets the codes or standards. Home must be converted to real property prior to occupancy; all tongues, towing devices, and wheels must be removed from the lot on which the home is situated. The structure shall be placed on a permanent foundation consisting of either 1) a full perimeter reinforced footer and foundation wall extending below frost line; or 2) an acceptable pier system along with a lower perimeter enclosure extending below grade. Single wide mobile homes will only be placed on lots which are platted for mobile homes. Within those platted areas (Ridgewater #3), single wide mobile homes will be allowed which are in excess of 1,200 square feet, which are new, or, if not new, which are approved by the Board of Directors of Ridgewater Estates prior to installation.

All new construction of residential dwellings shall meet existing Converse County and State of Wyoming building codes.

Section 3. Animals. The raising of animals for commercial purposes is prohibited in Ridgewater Estates. All domestic animals shall be under the control of the owners of same within this subdivision. Respecting the historic differences of use and occupancy which have existed in the several subdivisions, the maintenance of livestock shall be prohibited within Ridgewater #1 and #3. This shall not be construed in such a way as to prohibit the maintenance of livestock on the premises in Ridgewater #2 and #4 for the immediate use of the family, provided the premises is of sufficient size, adequately fenced and the animal is sufficiently housed and maintained. Animals must be controlled pursuant to such laws and regulations as may be in force and in effect in the County of Converse. Animals must be kept in a manner which is compliant with good husbandry practices.

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

Section 5. Signs. No signs (permanent or portable) 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 burning of refuse within Ridgewater Estates. 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. Any animal which becomes a nuisance to the residents of Ridgewater Estates shall be dealt with according to Article 7, Section 3. of these Covenants. Fines will be assessed on a case by case basis.

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 easements of the subdivision.

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 given by the Association and 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 portions of the subdivision and adjoining lands. Said system shall be governed and maintained or improved by the Ridgewater #1 Improvement District.

Section 2. Distribution. The Ridgewater #1 Improvement District, 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 Ridgewater #1 Improvement District shall likewise establish, in accordance with its authority and ownership, the rates and assessments for said water.

Section 5. Private Water Wells. When lots within the subdivision are served by the central water system, any private water wells on the lots may be used, but may in no way be connected to the residence.

ARTICLE FOUR
SEWAGE DISPOSAL

Section 1. Public Sewage Disposal. At the time of the acceptance of these amended covenants, there is no public sewage disposal system.

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 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
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 agrees, 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 Dues and Assessments. Unless otherwise established by the membership, the dues and assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the subdivision; for the improvement, maintenance and beautification of common areas, easements, and the lands in the subdivision; and for the operational expenses of the Association.

Section 3. 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. The maximum annual dues may be increased 5% above the 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. Adjacent landowners outside of the subdivision, whose only access is through the subdivision, are asked to pay an annual access fee to help maintain the roads of the subdivision.

Section 4. 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 5. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Section 6. Due Dates. The due dates shall be established by the Board of Directors or pursuant to the bylaws of the Association.

Section 7. Effect of Nonpayment of Assessments:
Remedies of the Association. Every opportunity is given to the lot owner to make annual assessments on time. If the annual assessment is not paid by the due date, two letters of delinquency will be sent to the lot owner. The first letter shall be sent not prior to one month after the due date, the second letter shall be sent not prior to two months after the due date. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. After the first year of delinquency, the unpaid assessment shall bear interest at the rate of fifteen percent

(15%) 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 12 months after the due date. Such foreclosure will be by appropriate action in court, or in the manner provided by law for the foreclosure of a trust deed or mortgage as set forth in the laws of the State of Wyoming, as the same may be amended. In the event the foreclosure is in the manner provided by law for foreclosure under power of sale, the Association shall be entitled to actual expenses and such fees as may be allowed by law or as may be prevailing at the time the sale is conducted. 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 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any 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; 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; also that document recorded March 8, 1979 in Book 693 at Page 172; also that document recorded on January 12, 1988 in Book 936, at Page 40 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 and with the Office of the Secretary of State of Wyoming, 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. These Covenants shall be binding on all persons purchasing, leasing or subleasing, or occupying property within the Ridgewater Estates. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, 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 covenants, conditions, or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any lot owner who is not in compliance with these Covenants will be notified by the Board of Directors in person or in writing regarding complaints about his/her non-

compliance. Disputed complaints will be presented and heard by the Board of Directors at the monthly meeting. If the lot owner is indeed found to be non-compliant, he/she will have 30 days to comply. Fines will be assessed by the Board of Directors on a case by case basis, not to exceed \$100.00 per incident. Such nuisance fines, if not paid by the offending lot owner, shall be treated in the same manner as unpaid lot assessments (Article 6, Section 7 of these Covenants).

Section 4. Severability. Invalidation of any one of these covenants, conditions, 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.

CERTIFICATION

I, Leon Walker, President of Ridgewater Homeowners Association, Inc., do hereby certify that the above and foregoing Declaration of Covenants, Conditions and Restrictions was adopted and ratified by the membership of the Association at a meeting thereof, in accordance with the bylaws of said Association on November 15, 2000; and that a copy of same and the resolution approving same are contained in the minutes and records of said Association. This Declaration supersedes all other Declarations previously filed.

DATED: November 15, 2000.

RIDGEWATER HOMEOWNERS ASSOCIATION, INC.

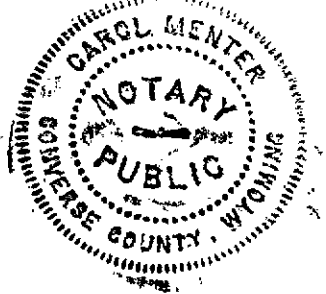
By: Leon Walker
its President

ATTEST: Ilona Walker
its Secretary

State of Wyoming)
County of Converse)

The foregoing was acknowledged before me this 15TH day of NOVEMBER, 2000 by ILONA WALKER and LEON WALKER, known by me to be the President and Secretary respectively, of the Ridgewater Homeowners Association, Inc.

Dated: NOVEMBER 15, 2000.



Carol Menter
Notary Public

My Commission Expires Feb. 13, 2002

RESOLUTION

BOOK 1165 PAGE 700

At the annual meeting of the members of the Ridgewater Homeowners Association, Inc., a non-profit corporation situated in Converse County, Wyoming, which meeting was held on November 13, 2000, and which meeting was scheduled in accordance with the Bylaws of the corporation, and for which all members of the corporation received timely notice, it was voted by a sufficient number of members, in person or by proxy, that an amended Declaration of Covenants, Conditions and Restrictions, dated November 13, 2000 shall be accepted and placed in effect to govern all the lands of the Ridgewater Estates subdivision. All previously established and recorded Covenants of the Ridgewater Estates subdivision are superseded by this document.

DATED: November 15, 2000

RIDGEWATER HOMEOWNERS ASSOCIATION, INC.

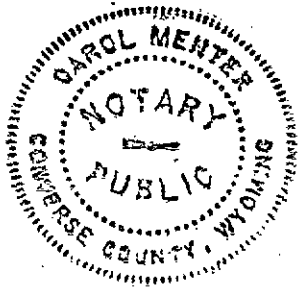
By: Leon Walker
President

ATTEST: Ilona Walker
Secretary

State of Wyoming)
)
County of Converse)

The foregoing was acknowledged before me this 15TH day of NOVEMBER, 2000 by ILONA WALKER and, LEON WALKER, known by me to be the President and Secretary respectively, of the Ridgewater Homeowners Association, Inc.

Dated: NOVEMBER 15, 2000



Carol Menter
Notary Public

My Commission Expires Feb 13, 2002