

DECLARATIONS OF RESTRICTIVE COVENANTS, CONDITIONS

AND RESTRICTIONS AND HOMEOWNERS'

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MAINTENANCE ASSOCIATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Vernon G. Smith and Betty L. Smith are the owners of all the lots in Ridgewater Estates #4, a subdivision of Converse County, Wyoming, according to that certain Subdivision Plat recorded on the 17th day of March, 1978, in Plat Book Number 2, at Pages 24-A in the office of the Converse County Clerk, Douglas, Wyoming and,

WHEREAS, it has been determined that it is in the best interest of the said Subdivision and the Homeowners' Association that the initial document be changed to further establish the nature of the use and enjoyment for the mutual benefit of all subsequent owners of the lots comprising the said Subdivision;

NOW THEREFORE, we the undersigned do hereby impose upon said premises and real property, and every portion thereof, the following covenants, conditions and restrictions and homeowners' maintenance association agreement, as hereinafter set forth, which covenants, restrictions and conditions are to run with the land and bind the owners or occupants thereof, and that the real property within said subdivision is and shall be held, transferred and conveyed subject to the conditions, covenants and easements and restrictions hereinafter amended:

1. LAND USE:

No lot shall be used for any commercial reason. Only single family dwellings shall be erected, altered, placed or permitted on any lot; provided, however, that it is specifically permissible for an owner to place a mobile home or double wide mobile home on one acre plus lots. (AS PLATTED)

All buildings to be constructed must have Homeowners' Association Approval.

2. LIVESTOCK RESTRICTIONS:

No commercial livestock operation shall be permitted; however, this shall not be construed in such a way as to prohibit the maintenance of livestock on the premises for the immediate use of the families.

3. LOT SUBDIVISION:

No lot or tract may be subdivided into smaller tracts.

Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated and shown on the plat of the subdivision.

5. NUISANCES PROHIBITED:

No noxious or offensive trade or activity, commercial or industrial business activity shall be carried on upon any tract or lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In this regard, to avoid as much as possible any unsightliness and junkiness, no vehicles will be allowed on the premises or on the private road created within the subdivision that are not properly licensed under the authority of the State of Wyoming and completely operational with the exception of a reasonable time (to be determined by the Homeowners' Association), for the making of complete repairs.

6. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except for advertising the lot for sale or rent when necessary.

7. GARBAGE AND REFUSE DISPOSAL:

No tract or lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall be kept only in a commercial container or containers with lids. All garbage containers shall be kept in a clean and sanitary condition and shall be positioned for disposal in accordance with proper sanitary standards at least once weekly. Garbage, trash or rubbish shall not be allowed to accumulate upon the premises.

8. THERE SHALL BE NO PROPOSED DOMESTIC WATER SOURCE on the one acre plus tracts. (AS PLATTED)

9. THERE SHALL BE NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
THERE SHALL BE NO PROPOSED PUBLIC SEWAGE SYSTEM on the one acre plus tracts.
(AS PLATTED)

10. PRIVATE SEWAGE DISPOSAL SYSTEMS:

All private sewage disposal systems shall be installed in conformance with accepted sanitary practices meeting minimum standards for

private sewage disposal systems promulgated by the Wyoming Department of Health and Social Services as the same now exist or are hereinafter amended or altered. In this regard, there is attached to these covenants as Exhibit "A" and, by this reference, made a part hereof a soils analysis prepared by Soils Conservation Service, which soils analysis sets forth recommended minimum standards and sizes for installation of private sewage disposal systems within Ridgewater Estates. Each private sewage disposal system installed on any lot in Ridgewater Estates shall be in conformance with the minimum standards and sizes recommended in the attached soils analysis.

11. These covenants, conditions, and restrictions are to run with the land and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years (unless at the time of expiration of these covenants the owners of the majority of the lots located in the subdivision shall, by written instrument, declare the same not be renewed or extended, and shall be binding on all persons purchasing, leasing, or subleasing or occupying any of the premises after the date upon which this instrument has been recorded for the benefit of the property described herein.) The covenants, restrictions and reservations herein contained may be enforced by the Ridgewater Estates #4 Homeowners' Association by the owner of any tract or lot or by any one or more of said individuals and/or corporation; provided, however, that the violation or breach of any covenant, restrictions, reservations and/or condition shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value upon said tract or lot. Each and all of said covenants, restrictions, reservations conditions and agreements shall be binding upon and effective against any owner of said premises whose title hereto is acquired by any means whatsoever including foreclosure, trustee sales, sheriff sale or otherwise.

HOMEOWNERS' MAINTENANCE ASSOCIATION AGREEMENT:

A. All roads as designated on the official plat of Ridgewater Estates # 4 recorded with the Converse County Clerk, are private roads created for the use and benefit of the owners of the lots or tracts of the subdivision, their invitees, guests, and for the use without permission of public vehicles on official business. In this regard, the right of government officials

(cont.)

and particularly officials of Converse County, Wyoming, to travel upon said road shall be inviolate. Road systems shall be governed and maintained by the Ridgewater Estates # 4 Homeowners' Association.

B. Each purchaser of a lot or tract in the subdivision shall agree and does agree to become a member of the Ridgewater Estates # 4 Homeowners' Maintenance Association which shall be with an unofficial unincorporated association or more formal corporate association as the members, from time to time may elect. Each tract of property shall be entitled to one (1) vote on all decisions reached by the association. The owners of the tracts shall meet initially one (1) year from the date of the recording of these covenants and shall meet thereafter at least once annually or more often as shall be agreed upon from time to time. The association shall be governed by a Board of Directors composed of three (3) owners of lots in the subdivision, which Board of Directors shall have such power and authority as may be vested in them from time to time by by-laws of the association. The primary purpose of the association is to provide a means by which the owners of lots or tracts in the subdivision shall, by democratic majority vote be able to assess each property owner on an annual basis for such sums of money as are necessary to maintain roads and utilities. Each property owner shall be liable to assessment by the association to pay their prorata share for maintenance of said road. The association shall have power, by democratic majority vote, to adopt such by-laws as, from time to time, they shall desire and to do any and all lawful acts authorized under the laws of the State of Wyoming as authorized by a majority vote of the members. THERE SHALL BE NO PUBLIC MAINTENANCE OF STREETS OR ROADS.

C. The Homeowners' Maintenance Association condition and agreement contained herein may be enforced by a suit for specific performance against any lot or tract owner who fails to pay the required annual or other assessment and any such assessment which remains unpaid for a period of thirty (30) days after assessment shall become due, upon filing of notice thereof with the Converse County Clerk, a lien upon the premises which may be foreclosed in the same manner as any other lien for materials and labor performed for the improvement of property in accordance with Wyoming law as it exists now or is hereafter amended or changed.

D. AMENDMENTS AND MODIFICATIONS OF
RESTRICTIVE COVENANTS, CONDITION AND
RESTRICTIONS AND OF HOMEOWNERS'
MAINTENANCE ASSOCIATION AGREEMENT

These Restrictive Covenants, Conditions and Restrictions and this Homeowners' Maintenance Agreement may be amended and modified at any annual meeting of the Association or at any meeting called especially for that purpose, in accordance with the by-laws of said Association; PROVIDED HOWEVER, that no change shall be made which would be in conflict with the laws of the State of Wyoming or the Converse County Subdivisions Regulations as they now exist or may hereinafter be amended.

NOTE: Additional County requirements:

- a. There shall be no interment of human remains in the subdivision.
- b. All domestic animals shall be under the control of the owners of same within this subdivision.

These covenants may be amended at any time by a majority vote of the owners of the tracts in the subdivision.

The invalidity of any one (1) or more of the paragraphs contained herein shall in no way affect the validity of the remaining provisions of this instrument and the same shall remain in full force and effect.

Dated this 17th day of March, 1978

Vernon G. Smith
Vernon G. Smith

Betty L. Smith
Betty L. Smith

STATE OF WYOMING)
COUNTY OF CONVERSE) SS.

Subscribed and acknowledged before me this 17th day of

March, 1978, by Vernon G. Smith and Betty L. Smith.

Carol J. Mowbray
Notary Public

My Commission Expires:

11-1-81

