

BYLAWS OF  
SADDLEBACK SUBDIVISION ASSOCIATION

BOOK 886 PAGE 641

ARTICLE I

Section 1.1. Name; The property is located in the County of Converse State of Wyoming, known as Saddleback Subdivision and recorded on 11-22-1985 in Book 2, Pages 24 to \_\_\_\_\_ inclusive, records of Converse County, Wyoming.

Section 1.2. Application of Bylaws. All present and future owners or any other person that might use the facilities of the Saddleback Subdivision in any manner are subject to the provisions of these Bylaws. The ownership of any of the lots or the mere action of occupancy of any of said lots will signify that these Bylaws are accepted and ratified, and will be binding upon and complied with by the occupant or co-owner of each such lot.

ARTICLE II

MEMBERSHIP AND VOTING

Section 2.1. Membership. The owners of the lots with the exception of Lot 1, Block 2, shall be the members of the Association of Owners, and membership in the Association shall be limited to the owners of the lots, except that Saddleback Ranch LTD Partnership, as Developer, shall have and retain a membership in the Association. An owner will be deemed a member of the Association upon recordation, in the public records of Converse County, Wyoming, of a deed and/or other instrument establishing record title to the lot. An owner shall remain a member of the Association until such member's death, or until time as such member's lot is sold and conveyed, assigned or transferred, at which time such member's membership in the Association shall automatically cease and terminate in that person(s) and be automatically transferred to such transferee. Notwithstanding the number of Owners who may jointly or otherwise own a lot, voting on all matters shall be limited to one of the Owners. Where two or more persons own an interest in a lot they shall designate to the Secretary-Treasurer, in writing, one of their number who shall have the power to vote.

Section 2.2. Voting. In all matters requiring a vote of the Association, voting shall be on the basis of one vote per lot, plus one vote to the developer.

ARTICLE III

ASSOCIATION RESPONSIBILITIES: MEETING OF OWNERS

Section 3.1. Association Responsibilities. The owners of the lots constitute the Association of owners, and shall have the responsibility of electing the Board of Directors, administering the Bylaws through the Board, and exercising those duties and responsibilities provided for herein.

Section 3.2. Annual Meetings. The first annual meeting of the members of the Association shall be held three years after the date of recording the Subdivision or when one hundred percent of the lots have been sold by the Developer, whichever occurs first.

Section 3.3. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by owners holding at least forty percent of the total votes and presented to the Secretary-Treasurer.

Section 3.4. Notice of Meetings. It shall be the duty of the Secretary-Treasurer to mail a notice of each annual or special meeting to each owner at least five but not more than twenty days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be deemed valid notice served on the date of mailing of the notice. If notice is given pursuant to the provisions of this section, the failure of any members to receive actual notice of any meeting shall in no way invalidate such meeting or any proceedings thereat.

## BOARD OF DIRECTORS

Section 4.1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three persons, all of whom must be owners of lots, except the Developer, who may, if elected, serve as a member of the Board of Directors.

Section 4.2. Powers and Duties. In addition to the powers and duties imposed by the Subdivision, these Bylaws or resolutions from time to time adopted by the Association, the Board of Directors at all times shall be responsible for the care and upkeep of the road which runs thru the subdivision. The powers and duties shall include but shall not be limited to the following:

- (a) Collection of assessments from the owners, and enforcement of the collection right including but not limited to the foreclosure of the assessment lien.
- (b) Open bank accounts on behalf of the Association and designate the signatories required therefore.

Section 4.3. Election and Term of Office. At the first annual meeting of the members of the Association the term of office of one director shall be fixed for three years; the term of office for one director shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of three years.

Section 4.4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 4.5. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 4.6. Liability. The members of the Board of Directors shall not be liable to the Association or any owner for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or knowingly contrary to the provisions of the Subdivision or of these Bylaws.

## ARTICLE V

## OFFICERS

Section 5.1. Designation. The principal officers of the Association shall be a President and Secretary-Treasurer, both of whom shall be elected by and from the Board of Directors.

Section 5.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.3. President. The President shall be the chief executive officer of the Association and of the Board of Directors. He shall also have such other powers and duties as may be provided by these Bylaws or assigned to him from time to time by the Board.

Section 5.4. Secretary-Treasurer. The Secretary-Treasurer shall attend and keep minutes of all meetings of the Association and of the Board of Directors, give all notices thereof as provided by these Bylaws and shall be responsible for keeping full and accurate account of all receipts and disbursements in books belonging to the Association.



RESTRICTIVE COVENANTS  
for  
SADDLEBACK RANCH LTD PARTNERSHIP  
Saddleback Subdivision  
Converse County, Wyoming

State of Wyoming )  
                          )ss.  
County of Wyoming

a) There shall be no interment of human remains in the subdivision.

b) All domestic animals must be under the control of the owners of same within this subdivision.

c) The property shall not be used for any purpose that would result in the pollution of any waterway which flows through or nearby said property, being refuse, sewage, or other material that might tend to pollute the waters thereof, or otherwise impair the ecological balance or beauty of the surrounding lands.

d) All garbage and trash and other debris of any type or nature shall be promptly hauled off the premises and not allowed to accumulate. No portion of the property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other wastes. Trash, garbage and other wastes shall be kept in sanitary containers. All incinerators or other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

e) No residence erected or placed upon any of said Lots shall be erected, maintained, or located nearer to any boundary than twenty (20) feet. There is specifically reserved adjacent to each lot line, not a street boundary, a strip (10) feet in width as an easement for utility lines that no building or structure shall be placed thereon.

Invalidation of any one of these restrictions by judgement or court order shall in no wise affect the other provisions which shall remain in full force and effect.

These restrictions and covenants may be amended or altered at any time upon the approval of the owner or owners of a majority of the land units.

For a violation or breach of any to these covenants or restrictions by any person claiming by, through, or under the Saddleback Subdivision, or by virtue of any judicial proceedings, the subdivider, and the Lot owners, or any of them, severally, shall have the right to proceed at law or inequity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to promptly enforce any of the covenants and restrictions shall not bar their enforcement. Should it become necessary for the subdivider or any Lot owner or owners to take legal action for the enforcement of these covenants and restrictions, the party so violation the covenants and restrictions shall be liable for all attorney fees and costs thereof.

State of Wyoming )  
                          )ss.  
County of Converse )

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 1986 at \_\_\_\_\_ O'clock \_\_\_\_\_ m., and recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_\_. Fees\$ \_\_\_\_\_

\_\_\_\_\_  
County Clerk and Ex-Officio Register of Deeds

By \_\_\_\_\_  
Deputy