DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
COUNTRY CLUB ACRES ADDITION
LOTS 16 THROUGH 46

This declaration (the "Declaration") is made August 5, 1982, by EMPIRE LAND AND DEVELOPMENT, INC. (the "Declarant"), a Wyoming corporation.

WITNESSETH:

WHEREAS, the Declarant is the record owner of certain real property (the "Properties") located in the County of Fremont, State of Wyoming, which is more particularly described as follows:

> Lots 16-46 inclusive, Country Club Acres Additions to the City of Riverton, Fremont County, Wyoming.

WHEREAS, the Declarant desires to insure the attractiveness of the individual lots within the Properties, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect, and enhance the values and amenities of the Properties, and in order to achieve the foregoing, the Declarant desires to subject the Properties (together with such additions as may hereafter be made thereto, as is provided in Article II herein) to the covenants, conditions, restrictions, easements, charges, and liens set forth herein, each and all of which are for the benefit of the Properties and each Owner thereof; and

WHEREAS, in order to preserve, protect and enhance the values and amenities in the Properties and to insure such resident's enjoyment of the specific rights, privileges, and easements in the Properties, the Declarant has incorporated under the laws of the state of Wyoming a nonprofit corporation, the RIVERSIDE HOMEOWNERS' ASSOCIATION, INC. (the "Association") which shall maintain, and administer the underground pressurized irrigation system and shall enforce the covenants and restrictions herein set forth and the rules and regulations hereafter adopted by the Association hereto, and which shall collect, disburse, and account for the assessments and charges herein contemplated,

NOW, THEREFORE, the Declarant declares that the Properties and such additions thereto as may hereafter be made pursuant to Article II hereof are and shall be held, transferred, sold, conveyed, leased, and occupied subject to the covenants, conditions, restrictions, easements, charges, liens, and rights hereinafter set forth, which shall run with the land and be binding upon and enure to the benefit of each person having any right, title or interest in or to such Properties, or any part thereof, and each such person's heirs, devisees, personal representatives, successors, and assigns.

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Fremont County: Wyo. No.
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ARTICLE I

Definitions

The following words when used in this Declaration or any Supplemental Declarations (hereinafter defined) shall have the following meanings, unless the context shall prohibit such meaning or there shall be a specific statement to the contrary, viz:

(a) "Architectural Control Committee" shall mean and refer to the committee described in Article VI herein.

(b) "Association" shall mean and refer to the Riverside Homeowners' Association, Inc., a Wyoming corporation, and its successors and assigns.

(c) "Board" shall mean and refer to the board of directors of the Association.

(d) "City" shall mean and refer to the city of Riverton, Wyoming.

(e) "Declarant" shall mean and refer to Empire Land and Development, Inc., a Wyoming corporation, and its successors in interest to and its specific assigns of its rights under this Declaration. The conveyance of all or any part of the Properties by Empire Land and Development, Inc. for whatever purpose shall not include the grantee thereof within the meaning of the word Declarant without specific reference thereto.

(f) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, for Country Club Acres Addition, as the same may hereafter be amended, together with any Supplemental Declaration (hereinafter defined) at any time hereafter made.

(g) "Developer" shall mean and refer to Empire Land and Development, Inc., a Wyoming corporation, and together therewith, its successors and assigns if such successors and assigns should acquire one or more Lots (hereinafter defined) directly from Empire Land and Development, Inc. for the purpose of development.

(h) "Dwelling Unit" shall mean and refer to any improvement constructed upon a Lot (hereinafter defined) for the purpose of providing an enclosed primary living area for human inhabitants.

(i) "Riverside Lot" shall mean and refer to each of the Lots (hereinafter defined) numbered 30-46 on the Plat (hereinafter defined), together with all parcels of real property designated as such in any Supplemental Declaration (hereinafter defined).

(j) "Plat" shall mean and refer to the plat of Country Club Acres Addition to the City of Riverton, Fremont County, Wyoming, recorded in the office of the Clerk and Recorder of Fremont County, Wyoming, on August 3, 1982, as reception number 1045678, in drawer number 1, and at pages numbered 166 through 167; as the same may hereafter be amended.

(k) "Front Yard" shall mean and refer to the front thirty (30) feet of each lot.

(l) "Improvements" shall mean and refer to any excavation of real property, fixtures, to real property, and personal property placed under, upon, and over real property which is attached thereto, or becomes a part thereof, even if such property does not constitute a fixture.

(m) "Lot" shall mean and refer to each of the lots designated as such on the Plat.

(n) "Owner" shall mean and refer to each person or entity, who is a record owner of a fee simple estate in a Lot, including, but not by way of limitation, those who are record owners of a fee simple estate in a Lot or of an undivided fee simple estate in a Lot with or without rights of survivorship; provided, however, notwithstanding any applicable theory relating to mortgages, deeds of trust, or other liens or encumbrances, Owner shall not mean or refer to a mortgagee, the grantee of a deed of trust, the beneficiary of a deed of trust, or the holder of a lien or encumbrance unless and until such party has acquired a record fee simple estate in a Lot pursuant to foreclosure or any applicable procedure in lieu of foreclosure and all rights of redemption have expired or been effectively waived.

(o) "Properties" shall mean and refer to all of that certain real property designated as such and hereinbefore described in the recitals of this Declaration, together with all such additional real property as shall be made subject to this Declaration either by an amendment of this Declaration or the filing of a Supplemental Declaration (hereinafter defined).

(p) "Recreational Vehicle" shall mean and refer to all vehicles defined as such in Section 11(a), Article VI herein.

(q) "Solid fencing and fences used for screening purposes" shall mean and refer to those fences which block from view 25% or more of the vertical space they occupy when viewed perpendicularly.

(r) "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions, and restrictions made and recorded by the Declarant, either alone or jointly with others, such right being herein retained by the Declarant, which (i) supplements the provisions of this Declaration as to the Properties, or any part thereof or interest therein, and may contain additions, amendments, and modifications to the Declaration, or (ii) subjects additional real property to this Declaration in accordance with Article II hereof.

(s) "Water Rights" shall mean and refer to all of the Declarant's right, title, and interest in and to all water rights appurtenant to the Properties and in and to all stock of, and other ownership interest in, ditch companies insofar as the same relate to such water rights.

ARTICLE II

Additions To The Properties

Section 1. Additions By The Declarant.

(a) The Declarant has and reserves the right to bring within the scheme of and to subject to this Declaration real property in addition to the real property described in the recitals of this Declaration and initially constituting the Properties. Such additional real property may be brought within the scheme of and subjected to this Declaration at any time and from time to time by the Declarant prior to December 31, 1992, and, upon being so subjected shall constitute and be deemed to constitute a part of the Properties for all intents and purposes hereunder. Such additional real property may contain Common Areas, or additional Lots, or any combination thereof, as determined by the Declarant. As with the Lots initially subject to this Declaration, the density of living units and the type of living units for each such additional Lot shall be as determined by the Declarant.

(b) The additions of real property pursuant to this Section 1 shall be made by filing of record a Supplemental Declaration with respect to such additional real property which shall subject the same to this Declaration.

(c) Notwithstanding anything to the contrary contained herein or in any Supplemental Declaration, all Owners of Lots within the Properties, including specifically all additions thereto, shall also be members in the Association and their Lots shall be subject to the assessments made by the Association pursuant hereto so that all Owners, including specifically Owners of Lots within additions to the Properties, equitably share in the expenses of the Association.

(d) Although the Declarant has and has reserved the right to subject additional real property to this Declaration, the Declarant has no duty and makes no representation that additional real property will ever be subjected to this Declaration.

Section 2. Additions By The Owners. If the owners of the fee simple title to any real property desires to subject such property to this Declaration and if two-thirds of the members of the Association vote, pursuant to the by-laws of the Association, to subject such property to this Declaration, such property may be subjected to this Declaration by such owners and the Association making a declaration of covenants, conditions, and restrictions which supplements this Declaration by adding such property to the Properties for all intents and purposes hereunder; provided, however, such property shall not be subjected to this Declaration and become an addition to the Properties as described in this section prior to December 31, 1992, unless the Declarant joins in the making of such declaration, which the Declarant may or may not do in its sole and absolute discretion.

Section 3. Additions By Merger. Any successor in interest to the Association, upon its liquidation, any surviving corporation following a merger with the Association, and any new corporation resulting from a consolidation of the Association with one or more other corporations shall succeed to the Association's interests in the Common Areas, shall succeed to all of the duties and rights of the Association under this Declaration and may administer all of the covenants and restrictions under the Declaration and the covenants and restrictions established upon any other property as one scheme. Provided, however, such liquidation, merger, or consolidation shall not (a) affect any revocation, amendment, or change in the provisions of this Declaration within the Properties, as the same are constituted immediately preceding such liquidation, merger, or consolidation, unless affected in accordance with the other provisions of this Declaration, (b) occur prior to December 31, 1992, without the prior written consent of the Declarant, which may be granted or denied in the sole and absolute discretion of the Declarant, and (c) occur without the prior written consent of the holders of the first mortgages on not less than seventy-five percent (75%) of the aggregate of the Lots.

Section 4. The Lots as shown on the Plat shall not be further subdivided.

ARTICLE III

Membership And Voting Rights In The Association

Section 1. Membership. Every person or entity, other than the Association, who is a record owner of a fee simple estate in a Lot shall automatically be a member of the Association, including, but not by way of limitation, those who are recorded owners of a fee simple estate in a Lot or of an undivided fee simple estate in a Lot with or without rights of survivorship; provided, however, notwithstanding any applicable theory relating to mortgages, deeds of trust, or other liens or encumbrances, a mortgagee, grantee of a deed of trust, beneficiary of a deed of trust, or holder of a lien or encumbrance shall not be a member in the Association unless and until such party has acquired a records fee simple estate in a Lot pursuant to foreclosure or any applicable procedure in lieu of foreclosure and all rights of redemption have expired or been effectively waived. Membership in the Association shall be appurtenant to and may not be separated from the ownership of a fee simple interest in a Lot. Ownership of a fee simple interest in a Lot shall be the sole qualification for such membership and cannot be terminated so long as such ownership continues.

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

Class A. The Class A members shall be all Owners, except that the Declarant shall not be eligible to be a Class A member until the cessation of the Class B membership. With respect to each Lot, the Class A members

owning the record fee simple estate in such Lot shall be entitled to one vote. When more than one person or entity owns a record fee simple estate in a Lot the vote with respect to such Lot shall be exercised as such persons or entities determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. With respect to each Lot, the Class B member owning the record fee simple estate in such Lot shall be entitled to three votes. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership;

(b) On December 31, 1992 or,

(c) As such time as the Declarant voluntarily relinquishes its Class B membership rights.

ARTICLE IV

Assessments

Section 1. Creation Of The Lien And Personal Obligation Of Assessments.

(a) With respect to each Lot owned by the Developer, the Developer hereby agrees to pay the Association and whether or not expressed therein, by accepting the deed and conveyance of a Lot, including any fee simple estate therein, each Owner shall be deemed to have agreed to pay the Association the following assessments (i) yearly assessments, (ii) special assessments for capital expenditures, (iii) special assessments to provide for costs incurred by the Association by virtue of unforeseen contingencies, and (iv) assessments not uniformly made against all Lots, but specifically made against a Lot pursuant to the Declaration.

(b) The said assessments, together with all interest and costs of collection payable pursuant to this Declaration in connection therewith, shall be a charge on the land and shall be a continuing lien upon the Lot against which the said assessments are made.

(c) The said assessments, together with such interest and costs, shall be the personal obligation of the Owner of the Lot against which the said assessments are made; and, if there is more than one Owner of a Lot, such obligation shall be joint and several with respect to all such Owners. Upon the record transfer by an Owner of all of such Owner's fee simple estate in a Lot, such Owner shall be relieved of the personal obligation to pay the said assessments, any installments thereof, and such interest and costs to the extent that the same are not due at the time of such transfer. Unless expessly assumed by the successor in title to a Lot, such successor in title shall not be personally liable for the pay-

ment of the said assessments, any installments thereof, and such interest and costs which became due prior to such successor in title acquiring a record fee simple estate in such Lot. Under all circumstances, an Owner shall be and remain personally liable for the full payment of all of the said assessments, the installments thereof, and such interest and costs becoming due at any time which such Owner owned a record fee simple estate in a Lot.

Section 2. Purpose Of Yearly Assessments. The yearly assessments, made under this Article shall be used exclusively for the purpose of maintenance and improving the pressured irrigation system serving all Lots.

Section 3. Special Assessments.

(a) In addition to the said yearly assessments, at any time the Association may make a special assessment for the purpose of defraying, in whole or in part, the cost of any capital expenditures, including but not by way of limitation, the cost of any construction, reconstruction, or unexpected repair or replacement of a portion or all of said irrigation system, and for the purpose of defraying in whole or in part the costs incurred by the Association by virtue of any unforeseen contingencies. Provided, that no such special assessments shall be made unless not less than two-thirds 2/3 of the members of the Board vote in favor thereof.

(b) If any Owner fails to maintain, repair, or restore his Lot or the Dwelling Unit or any other Improvement on such Lot as is required by this Declaration or in a manner reasonably satisfactory to the Architectural Control Committee and if maintenance, repair, or restoration is not performed after the Board gives such Owner not less than thirty days notice of the necessity therefor, then, at the option of the Board, the Association and its employees, agents, and contractors may enter upon such Lot and take whatever actions and supply whatever materials are necessary or convenient to accomplish such maintenance, repair, and restoration. The cost incurred by the Association with respect thereto, as determined by the Board, shall be an indebtedness owing the Association by such Owner and shall be a special assessment against such Lot, both of which shall be due upon demand by the Board.

(c) Other assessments may also be made by the Association against a specific Owner's Lot as and to the extent that the same are provided for by this Declaration.

Section 4. Uniformity Of Assessments. Except with respect to special assessments made pursuant to Section 3(b) or Section 3(c) of this Article, all of the said assessments shall be made at a uniform rate based on the number of lots not constituting a part of the Common Areas. For all intents and purposes under the Declaration, each Lot will bear one-fifteenth of the total assessment, should no further Lots be added to the Association.

Section 5 Commencement, Determination, And Payment Of Assessments

(a) The said yearly assessments shall commence upon the acquisition by any entity or person, other than the Declarant or the Association, of a record fee simple estate in any Lot and shall commence as is provided for in the Supplemental Declaration with respect to the real property brought within the scheme of this Declaration by such Supplemental Declaration.

(b) The amount of all of the said assessments shall be determined by the Board, subject only to restrictions imposed upon such determination by this Declaration, if any.

(c) The said yearly assessments shall be made on a calendar year basis, and, by not later than the first day of November immediately preceding the calendar year for which the said monthly assessments are to be made, the Board shall determine the amount of the said yearly assessment against each Lot. The amount of the said special assessments may be determined by the Board at any time and may be made on any time period basis deemed reasonable by the Board. Notice of the amount of the said assessments shall be given to each Owner within a reasonable time following the determination of the amount thereof.

(d) The said yearly assessments shall be paid in advance and shall be due on the first day of March of the year for which they are made. The said special assessments shall be paid in advance and shall be due in whole or in installments as determined by the Board; provided, however, except as is otherwise specifically provided for in this Declaration, the said special assessments shall not be due prior to thirty days following the giving of written notice thereof to the Owners.

(e) If the said yearly and special assessments or if any installment of special assessments are not paid within thirty days following the date upon which they become due, the same shall bear interest at the highest rate allowed by applicable law not in excess of eighteen percent per annum, from their due date until paid. All costs of collection, including court costs and reasonable attorney's fees incurred by the Association in collecting or attempting to collect the said assessments or installments thereof shall be an indebtedness owed the Association by the Owner of the Lot against which such assessments were made, regardless of whether such cost of collection were incurred in collecting or attempting to collect the said assessments or installments thereof directly from the Owner liable for the payment thereof, by foreclosure of the Association's lien against the Lot, or otherwise.

(f) To evidence the said lien provided for in Section 1(b) of this Article, the Board may prepare a written notice setting forth (i) the date of such notice and the amount of the said assessments or installments thereof which are due the Association and remain unpaid

as of such date and with respect to which such notice is applicable, (ii) the legal description of the Lot against which the said assessments were made, (iii) a statement to the effect that the Association claims a lien upon such Lot pursuant to this Declaration to secure the payment of the said assessments or installments thereof which are due the Association and remain unpaid together with the interest and costs of collection provided for by this Declaration, and (iv) the name of the Owner of such Lot as reflected in the records of the Association. The said notice shall be signed by at least one member of the Board and, at the option of the Board, may be recorded in the office of the Clerk and Recorder of Fremont County, Wyoming, at any time thirty days after the date upon which the payment of the said assessments or installments thereof with respect to which the said notice is being given were due. A copy of any such notice which is recorded shall be given to the Owner of such Lot and to the holder of any first mortgage encumbering such Lot as they are reflected in the records of the Association. The said lien may be enforced by foreclosing upon such Lot in the same manner as a mortgage on real property is foreclosed. At any foreclosure sale or other sale of such Lot pursuant to legal proceedings, the Association may bid on and acquire such Lot at such sale and may hold, rent, lease, mortgage, convey, and otherwise deal with such Lot.

Section 6. Subordination. At all times, the said lien provided for in Section 1(b) of this Article shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter encumbering such Lot; provided, however, that such subordination shall apply only to the lien for the said assessments and installments thereof which became due prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or other proceeding in lieu of foreclosure, under such first mortgage or first deed of trust. Such sale or transfer shall not release such Lot from the lien for the said assessments or installments thereof which become due after such sale or transfer.

ARTICLE V

Architectural Control Committee

Section 1. Establishment And Membership.

(a) There is hereby established an Architectural Control Committee which shall consist of at least three, and not more than four, members.

(b) Unless voluntarily relinquished at an earlier date by a writing recorded in the office of the Clerk and Recorder of Fremont County, Wyoming, until December 31, 1992, the Declarant shall appoint three members of the Architectural Control Committee who shall serve as members thereof at the pleasure of the Declarant.

(c) Commencing January 1, 1993, or upon such earlier relinquishment, three members of the Architectural Control Committee shall be appointed by the Board and each shall serve for a term of one year or until the

appointment of the member's successor. Each member of the Architectural Control Committee appointed by the Board shall be an Owner and may be removed from such membership prior to the expiration of such term only upon the affirmative vote of two-thirds of the members of the Board. A member of the Architectural Control Committee appointed by the Board shall immediately cease being a member thereof upon ceasing to be an Owner.

(d) No member of the Architectural Control Committee shall be entitled to or shall be paid any compensation for service rendered as a member thereof, except as is specifically authorized by the Board.

Section 2. Architectural Control.

(a) Prior to the commencement of an Improvement to a Lot or to any Improvement on a Lot and prior to placing materials, equipment, or construction vehicles on any Lot in anticipation of making such Improvement, the approval of the Architectural Control Committee to the making of such Improvement must be first obtained. To obtain such approval, the Owner of the Lot upon which such Improvement is to be made, or such Owner's authorized agent, shall submit to the Architectural Control Committee a written request for such approval, shall meet with the Architectural Control Committee, and as requested by the Architectural Control Committee, shall submit preliminary and final plans and specifications, in a form and of a content satisfactory to the Architectural Control Committee, showing (i) the proposed Improvement, (ii) the plot layout, exterior elevations, materials, and colors with respect to such proposed Improvement, (iii) the landscaping and grading to be changed by such Improvement, (iv) the easements encumbering such Lot, and (v) the location of existing and proposed utilities on such Lot, and such other information as may be requested by the Architectural Control Committee. In any amount determined by the Architectural Control Committee, but not in excess of one hundred dollars, the Architectural Control Committee may set a reasonable fee for reviewing such request and the matters submitted therewith, which fee the Owner shall pay at the time of making such request; provided, however, neither the Declarant nor the Association shall be obligated to pay such fee.

(b) The said approval shall be granted or denied on the basis of the reasonable decision of a majority of the members of the Architectural Control Committee after they have considered the said request, the said plans and specifications, and the said other information requested by the Architectural Control Committee with respect to the general aesthetic appeal of the proposed Improvement and its relationship to conformity with and harmony of grade and finished ground elevation, exterior design, colors, and materials with neighboring structures and the natural topography and with respect to the conformity thereof with the purpose and general plan and intent of this Declaration. The Architectural Control Committee may deny the said approval if the said request, the said plans and specifications, and the said other information requested by the Architectural Control Committee are incomplete

in any material respect or are not in a form and of a content reasonably satisfactory to the Architectural Control Committee. Every residence constructed on the Lots shall have a minimum of 1200 square feet of habitable area on the first level above grade, a two car garage, and be located at least thirty (30) feet back from the front line of the Lot and twenty (20) feet from each side line and back line of the Lot. Riverside Lots shall have a further requirement that all dwelling structures be located at least fifty (50) feet from the boundary with the Big Wind River.

(c) If the Architectural Control Committee fails to deny the said approval within thirty days after its receipt of the said request, the said plans and specifications, and the said other information requested by the Architectural Control Committee, the said consent shall be conclusively deemed to have been granted.

(d) The Architectural Control Committee, the members of the Architectural Control Committee, the Board, the members of the Board, the Association, the Developer, the Declarant, or their respective successors and assigns shall not be liable to any Owner, and each Owner hereby releases and covenants not to bring suit against the same, or to any other entity or person for any injury or damages suffered by such Owner, entity, or person arising out of or pertaining to any mistake in judgment, negligence, or nonfeasance concerning the consideration of the said request, the said plans and specifications, and the said other information requested by the Architectural Control Committee and concerning the granting or denying of the said consent.

(e) The granting of the said approval shall not be, and shall not be deemed to be, a determination by anyone that the said plans and specifications and the said proposed Improvement are safe, free from defect in design, materials, or execution, or in compliance with any applicable building code, zoning regulation, or this Declaration; such determination shall be the sole duty of each Owner submitting the said request and each Owner hereby releases and covenants not to bring suit against the Architectural Control Committee, the members of the Architectural Control Committee, the Board, the members of the Board, the Association, the Developer, the Declarant, or their respective successors or assigns with respect thereto.

Section 3. Additional Duties And Powers.

(a) The Architectural Control Committee shall exercise such further and additional control and be subject to such additional duties as are set forth elsewhere in this Declaration.

(b) The architectural Control Committee may adopt reasonable formats, standards, rules, regulations, and procedures which shall govern the submission of the said request, the form and content of the said plans and specifications, and without limiting the same, the said other information requested by the Architectural Control Committee concerning the granting or denying of the said consent.

ARTICLE VI

Covenants And Restrictions

Section 1. Air-Conditioners And Fans. Whether installed or used temporarily or permanently and whether installed in a window or otherwise, window type air-conditioners and window type fans are not permitted with respect to any improvement on the Properties; only centralized air-conditioners are permitted and, then, only if the placement and concealment of the condensor unit and other parts pertaining to such air-conditioner to be located outside such improvement are first approved by the Architectural Control Committee in accordance with Article VI herein. All refrigeration units, heat exchangers, evaporators, and solar energy units which are used to change or control the air temperature or humidity within any such improvement shall be included within the meaning of the word air-conditioner.

Section 2. Animals. Non-human animals of any kind whatsoever shall not be raised, bred, or kept on any part of the Properties except that owners may raise and keep generally recognized house or yard pets so long as they are raised or kept for pets, for non-commercial purposes, and in accordance with the provisions of this section and the applicable governmental laws, ordinances, and regulations and so long as they do not exceed three in number at any one time, including not more than two dogs, and (b) raise and keep a single litter of generally recognized house or yard pets so long as they are raised and kept for pets, for non-commercial purposes, and in accordance with the provisions of this section and the applicable governmental laws, ordinances, and regulations and so long as no member of the litter is over ten weeks old.

If an Owner chooses to keep such house or yard pets, at all times such pets shall be either physically confined within the Lot of such Owner or under the active physical control of such Owner. At no time shall such pets be allowed to roam at will outside the Lot of the keeper of such pets. Each Owner keeping a dog shall promptly remove and properly dispose of, in an appropriate trash receptical, all excrement of such dog outside of such Owner's Lot and shall, not less often than weekly, remove and properly dispose of, in an appropriate trash receptical, all excrement of such dog within such Owner's Lot.

No horses or ponies shall be riden or otherwise permitted on any part of the Properties.

Any such animal in violation of this section and any animal whose keeper violates this section with respect to such animal shall constitute a nuisance; and, in addition to any other rights the Board may have, the Board may order the Owner keeping such animal either to keep such animal within the Dwelling Unit of such Owner or to permanently remove such animal from the Properties. Any Owner who fails to comply with such an order shall be deemed to be in violation of the Declaration and subject to all penalties, causes of action, liabilities, and remedies of the Board provided for in such instances.

Section 3. Antennas. Antennas for the transmission or reception of radio, television, microwave, or other electronic signals are not permitted on any part of the Properties except within the exterior surface of a Dwelling Unit unless screened from the ground view of all other Lots owners and usual radio and telephone antennas on motor vehicles.

Section 4. Drainage. Owners shall not establish, change, or interfere with any drainage pattern over any part of the Properties, whether or not such pattern shall be within drainage easements, unless such establishment, change, or interference is first approved by the Architectural Control Committee in accordance with Article VI herein.

Section 5. Exterior Light And Sound Sources.

(a) Light sources are not permitted on any part of the Properties which illuminate any area outside a Dwelling Unit unless such source conforms to the standards adopted and published by the Architectural Control Committee from time to time, except (i) street lights owned by the City, (ii) non-glaring white or yellow porch and sidewalk lights which do not effectively illuminate any part of the Properties other than a porch or sidewalk located on the Lot of the Owner maintaining such lights, and (iii) temporary light sources of not more than twenty-five watts per bulb for seasonal decorative purposes which are maintained only during such season.

(b) Horns, whistles, bells, and wind chimes, or other sound generating devices are not permitted on any Lot such that they are audible from without the Lot upon which they are located, except security devices located on a Lot used exclusively to protect the security of a Dwelling Unit located on such Lot. Such devices are not permitted on the Common Area, except devices located thereon used exclusively to protect the security of improvements or essential to the function of community services, as determined by the Board.

Section 6. Fences, Trees And Hedges.

(a) In order to provide a harmonious, open, and aesthetic appearance on the Properties, fences and plantings simulating fences (including, but not by way of limitation, trees and hedges) are not permitted in any Front Yard. Solid fences and fences used for screening purposes shall not extend more than twenty feet from one side of the dwelling unit and shall not be closer than twenty feet to the side boundary of a Lot. Fences made of chain link or metal unless screened from the ground view of all other Lots are not permitted on the Properties, except on the Common Areas. No solid fencing is permitted within fifty (50) feet of the Big Wind River boundary or the back line or on any other Lot if the fencing would materially interfere with the view from adjoining Lots in the opinion of the Architectural Control Committee. All fences and plantings simulating fences must be first approved by the Architectural Control Committee in accordance with Article VI herein. All Riverside Lots shall be maintained or fenced along the boundary with the Big Wind River such that livestock from the Wind River Indian Reservation or elsewhere cannot cross said Lots.

(b) Fences and plantings simulating fences shall not be cut or removed from or relocated about the Properties and tree roots shall not be disturbed by trenching on a Lot without obtaining the prior approval of the Architectural Control Committee in accordance with Article VI herein.

Section 7. Garage Doors. All doors to garages on the Properties shall be kept closed at all times, except when a vehicle is actually entering or exiting the garage and when doing periodic maintenance of the door or garage area.

Section 8. Hazards And Insurance.

(a) Activities, improvement, or conditions on the Properties which are hazardous or unsafe to any person or property are not permitted on the Properties. Fire arms, guns, rifles, pistols, cannons, explosives, air rifles, BB guns, and similar devices are not permitted to be discharged or detonated on the Properties, except explosives may be used on the Properties if and to the extent required to aid in the excavation of foundations and if authorized by and done in accordance with all applicable laws, ordinances, and regulations of the governmental authority having jurisdiction over the same.

(b) Activities, improvement, or conditions on the Properties, which violate the provisions of any policies of insurance or which cause any insurance carried by an Owner to have a substandard premium or limiting endorsement on the coverage provided, are not permitted.

Section 9. Home Occupations. Home occupations are not permitted to be engaged in on the Properties, except an occupation engaged in by an Owner as a sole proprietorship within such Owner's Dwelling Unit and without visible evidence thereof outside the Dwelling Unit. The total area devoted to such occupation shall not exceed the lesser of four hundred (400) square feet or of twenty-five percent (25%) of the gross floor area of such Dwelling Unit, excluding porches, decks, and garages. More than one assistant or employee of such Owner who is not a resident of such Dwelling House shall not be permitted at any one time.

Section 10. Maintenance, Repairs, And Improvements.

(a) Each Owner shall maintain in a good, healthy, neat, and attractive condition and shall replace, as is necessary for such maintenance, all lawns, shrubs, plantings, trees, and other landscaping on such Owner's Lot as was approved by the Architectural Control Committee pursuant to Article VI herein. Said maintenance shall include, but not be limited to, mowing the lawn; raking leaves and debris from the landscaped areas of the Lot; removing trash and debris from the Lot; watering the lawn, shrubs, trees, and other plantings on the Lot, as is necessary; trimming shrubs, trees, and other plantings on the Lot as is appropriate; and, treating all landscaping as is necessary to rid it of destructive fungi, insects, and bacteria.

(b) Each Owner shall maintain in a good, safe, sanitary, neat, and attractive condition and shall repair and replace, as is necessary for such maintenance, all improvements upon such Owner's Lot as was approved by the Architectural Control Committee pursuant to Article VI herein. Said maintenance shall include, but not be limited to, the periodic refinishing, resurfacing, and repair of improvements as the effects of weather, damage, age, wear, and deterioration become apparent. In doing such maintenance, the original appearance, color, type of painting or stain, or other exterior conditions of such improvements shall not be changed without first obtaining the approval of the Architectural Control Committee pursuant to Article VI herein.

(c) If the maintenance, replacement, and repair provided for in the two foregoing subsections is not completed within thirty days following the mailing by the Board to such Owner of written notice of the need therefor; then, upon a vote of two-thirds of the members of the Board, the Board may, at its option and without being under any duty to do so, cause such maintenance, replacement, and repairs to be accomplished for and on behalf of and at the sole risk and cost of such Owner. If such Owner shall fail to timely pay the cost thereof or otherwise discharge any obligation or liability pertaining thereto, the Board, in its sole and absolute discretion, may cause the Association to make such payments or discharge and, thereupon, such Owner shall be indebted to the Association to such extent and the Association shall have a lien on such Owner's Lot to secure the payment thereof the same as if such indebtedness were an assessment as described in Article V herein.

(d) Unless first approved by the Architectural Control Committee pursuant to Article VI herein, the excavation or improvement of any Lot is not permitted, regardless of the nature thereof.

Section 11. Motor And Other Vehicles.

(a) Trucks, trailers, truck campers, mobile homes, motor homes, campers, vans, buses, tractors, construction machinery or vehicles, commercial vehicles, golf carts, boats, and any unlicensed motor vehicles shall not be maintained, parked, kept, stored, or placed upon any road, adjacent to a Lot or upon any Lot in such a manner that the same is visible from the ground view of any other Lot. Provided, however, the foregoing shall not apply to commercial vehicles while actively being used in conjunction with a commercial activity such as the rendering of services or the delivery or picking up of personal property, so long as they do not remain on such Lot or road in excess of a reasonable period of time necessary to conclude such commercial activity.

(b) Trailers, vehicles, boats, campers, and other items of personal property shall not be constructed, reconstructed, or repaired upon any Lot in such a manner that such activity is visible from any other Lot, or roads adjacent to any Lot.

Section 12. Nuisances.

(a) Noxious, offensive, unsafe, or hazardous activities shall not be carried on upon any Lot nor shall anything be done or placed upon any Lot which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

(b) Trash, rubbish, and debris shall not be placed or permitted to accumulate upon any part of the Properties.

(c) Clotheslines, firewood, junk, implements, machinery, and building materials not being used on any current construction project shall not be placed or maintained on a Lot in such a manner as to be visible from other Lots, or roads adjacent to any Lot. Equipment intended for children's recreational use, such as swing sets and slides, shall not be placed or maintained in any Front Yard, shall be at least partially screened from view from other Lots and roads adjacent to the Lot, and must be first approved by the Architectural Control Committee in accordance with Article VI herein. Treehouses are not permitted on the Properties.

(d) Fires outside of a Dwelling Unit shall not be permitted on any Lot, except fires for cooking which are contained within recepticals designated for that use. Coal or other type of fules which give off smoke shall not be used for heating, cooking, or any other purposes within any Lot, except wood and charcoal may be so used.

(e) If any improvement on a Lot is destroyed either wholly or partially by fire or other casualty, such improvement shall be either promptly rebuilt or repaired in compliance with the provisions of the Declaration or razed and all debris and remaining portions of such improvement, including but not by way of limitation, the foundations, shall be promptly removed from the Lot and the surface of the Lot shall be returned to normal grade.

(f) Any violation or failure to conform to any of the covenants or restrictions set forth in this Article shall be deemed to be a nuisance and shall be remedied within thirty (30) days following the mailing by the Board to the Owner violating or failing to conform to such covenants, restrictions, rules, and regulations, of written notice of such violation or failure. At any time following the expiration of such thirty days, if such failure or violation has not been cured, the Board, in its sole and absolute discretion and without being under any obligation to do so, may on behalf of the Association, take whatever action is necessary or convenient to remedy such failure or violation or to enforce such covenant, restriction, rule, or regulation, including but not by way of limitation, the obtaining of an injunction from a court of competent jurisdiction, and such Owner shall pay the Association all damages, expenses, and cost thereof, including all reasonable attorney's fees and court costs incurred by the Association in connection therewith.

(g) Nothing shall be done within the Properties which would be in violation of any statute, law, ordinance, permit, rule, or regulation of any governmental authority having jurisdiction over such matter.

Section 13. Oil, Gas And Other Minerals. No portion of the Properties shall be used to explore for or remove oil, gas, or other minerals of any nature whatsoever.

Section 14. Signs. Signs shall not be displayed on the Properties to the public view without the prior approval of the Architectural Control Committee pursuant to Article VI herein, except (a) signs placed by the Declarant in connection with the development of the Properties and the sale of Lots, or interest therein, (b) a single sign placed by an Owner on such Owner's Lot advertising the Dwelling Unit thereon as being for sale or for lease and not exceeding five square feet in surface area on a single side, (c) signs of the type usually used by contractors, subcontractors, and lenders placed on the Lot during the time of construction of improvements thereon, denoting the involvement of such contractors, subcontractors, and lenders in such construction, and not exceeding three square feet in surface area on a single side, and (d) signs required by legal proceedings. No signs shall exceed a height of five feet from grade.

Section 15. Tanks. Any tank or container used in connection with any Dwelling Unit shall be located on the Lot upon which such Dwelling Unit is located and located underground or, with the prior approval of the Architectural Control Committee pursuant to Article VI herein, concealed by fencing or screening. No elevated tanks or containers shall be permitted on the Properties.

Section 16. Temporary And Incomplete Structures. House trailers, tents, garages, sheds, outbuilding or other structures or improvements which are temporary in nature shall not be permitted upon the Properties. Until substantially completed in accordance with the plans and specifications submitted to the Architectural Control Committee pursuant to Article VI herein and until either a permanent or temporary certificate of occupancy is issued with respect thereto, no Dwelling Unit shall be occupied in any manner whatsoever.

Section 17. Trash. Trash shall be accumulated, stored, and set out for collection by the Owners solely in the manner, at such places, and at the times determined by the Architectural Control Committee from time to time. All costs and expenses for containers for such trash and the collection of such trash shall be borne directly by the Owner and not by the Association. Each Owner shall neatly deposit all trash and debris of such Owner and such Owner's family, tenants, guests, and invitees in containers for such purpose.

Section 18. Utilities. All electric, telephone, television, gas, water wells, water, sewer, and other utility lines shall be placed underground when extended from the property line of a Lot to the Dwelling Unit or any other improvement thereon.

ARTICLE VII

Construction And Sales

Section 1. Builder's Exemption. Upon making a written application to the Architectural Control Committee setting forth the specific nature and duration of the exemption desired and such other information as the Architectural Control Committee requests, in its sole and absolute discretion, the Architectural Control Committee may grant the Declarant, the Developer, any contractor having a contract to construct Improvements upon a Lot, or any developer of Improvements upon a Lot who make such an application a temporary exemption from the provisions of Article VI herein with respect to the use of a Lot, subject to the permission of the Owner thereof, for the constructing, storing, using, maintaining, and removing of Improvements, other than a Dwelling Unit, and materials, equipment, and construction vehicles reasonably required or incidental to the construction or sales activities desired to be carried out by such applicant, including, but not by way of limitation, business, sales, or construction offices, construction trailers, storage areas, construction and fabrication yards, building, and facilities, parking areas, signs, and model Dwelling Units. No such exemption shall be granted unless it is in writing and specifically describes the nature and the duration of the exemption being granted. Once granted such, such exemption shall be irrevocable for the period of its duration.

Section 3. Further Subdivision. The Lots shall not be further subdivided by the Declarant or Owners of the Lots.

ARTICLE VIII

Irrigation Water

Section 1. Water Rights. The Water Rights are hereby declared to be appurtenant to each of the Lots in proportion to the number of square feet of area contained in each Lot and the number of square feet of area contained in all of the Lots. To the extent required to effectuate such declaration, the Declarant hereby grants, sells, conveys, assigns, and transfers without warranties of title or of any other nature whatsoever, the Water Rights to the Owners of the Lots in undivided interests proportionate to the number of square feet of area contained in the Owner's Lot and the number of square feet of area contained in all of the Lots.

Section 2. Irrigation System.

(a) The Developer will construct over and under the Lots an irrigation system to provide transportation of the water constituting the Water Rights to each Lot to which such Water Rights, or an undivided interest therein, are appurtenant. Upon completion of the construction thereof, the Developer shall convey the title to the said irrigation system to the Association. THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED,

TO THE ASSOCIATION, ANY OWNER, OR ANY OTHER PERSON OR ENTITY AS TO THE DESIGN, CONSTRUCTION, WORKMANSHIP, MATERIALS, OR FITNESS FOR ANY INTENDED USE OR PURPOSE OF, OR OTHER MATTER WITH RESPECT TO, THE SAID IRRIGATION SYSTEM.

(b) After taking into account the nature and quality of the water constituting the Water Rights, each Owner may design and construct a system on such Owner's Lot which will allow such Owner to utilize such water for irrigation of the landscaping on such Lot.

(c) The Water Rights pertain to water that is for irrigation purposes only and may contain sand and other debris which will not be screened out or otherwise removed by the irrigation system to be constructed by the Developer pursuant to Section 2(a) of this Article. Further, the said water is not potable and will not be made potable by the said irrigation system. Under no circumstances will an Owner or any other entity or person cause or allow the connection of the said irrigation system or any other system containing or used to transport the said water with any domestic water supply or system used to transport such domestic water.

(d) The said irrigation system to be constructed by the Developer pursuant to Section 2(a) of this Article may be constructed in conjunction with and as a part of any irrigation system now existing or hereafter constructed by any other party, including but not by way of limitation, the owner of the Golf Course. In so doing, the Developer may enter into agreements with such other parties concerning the priority of the time and duration of, the manner of, the consideration for, and other matters pertaining to the use, repair, maintenance, replacement, construction and improvement of such irrigation systems, all upon such terms and conditions as the Developer deems reasonable. Upon the conveyance of title to the said irrigation system to the Association, the obligations of the Developer under such agreements shall be assumed by the Association. No Owner shall perform any act or fail to perform any act which will directly or indirectly result in the inability of or the failure of either the Developer or the Association to perform any of their obligations under such agreements. Except for the cost of the initial construction of the said irrigation system to be constructed by the Developer, all costs and expenses payable pursuant to such agreements and all costs and expenses pertaining to the use, maintenance, repair, replacement, improvement, and construction of, or otherwise pertaining to, the said irrigation system, whether arising under such agreements or otherwise, shall be a cost and expense of the Association.

Section 3. Cost Of Water. The cost or expense of the said water itself and transportation of said water outside the properties including, but not by way of limitation, any assessment made by ditch companies, shall be paid by the Lot owners and not by the Association.

ARTICLE IX

Notices And Certificates

Section 1. Notice Of Alientation.

(a) Upon any conveyance or transfer of a record fee simple estate in a Lot, the grantee or transferee thereof shall immediately notify the Association in writing of such conveyance or transfer, giving the Association the date of such conveyance or transfer, the legal description of the Lot so conveyed or transferred, and the name and mailing address of such grantee or transferee; and, further, such grantee or transferee shall deliver to the Association a copy of the instrument or instruments effectuating such conveyance or transfer.

(b) Upon any Owner granting any mortgage encumbering any Lot, such Owner shall immediately notify the Association in writing of such mortgaging, giving to the Association the date of such mortgaging, the legal description of the Lot so mortgaged, and the name and mailing address of the mortgagee; and, further, such Owner shall deliver to the Association a copy of the instrument or instruments effectuating such mortgaging. As used in this Declaration the term "mortgage" shall include the terms deed of trust and trust deed.

(c) Upon the assignment of any mortgage encumbering a Lot the assignee may give the Association written notice of such assignment, giving to the Association the date of such assignment, the legal description of the Lot encumbered by such mortgage, and the name and mailing address of the assignee; and, further, such assignee may deliver to the Association a copy of the instrument or instruments effectuating such assignment.

Section 2. Notices In General. All notice, consents, approvals, deliveries, and other communications required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been sufficiently given or served if delivered in person or if deposited for mailing with the United States Postal Service by certified mail with a return receipt requested, postage prepaid, and addressed as follows:

If to the Declarant, to:	Empire Land and Development, Inc. P. O. Box 1175 Riverton, Wyoming 82501
If to the Developer, to:	Empire Land Development, Inc. P. O. Box 1175 Riverton, Wyoming 82501
If to the Association, to:	Riverside Homeowners' Association, Inc., in care of the registered agent for service of process as then currently named in the office of the Secretary of State of Wyoming
If to an Owner, to:	The Owner at the mailing address therefor last given the Association pursuant to Section 1(a) of this Article.

If to a mortgagee of any Lot, to:	The mortgagee at the mailing address therefor last given the Association pursuant to Section 1(b) or Section 1(c) of this Article.

Section 3. Certificates Of Compliance. Upon the payment to the Association of a reasonable fee not in excess of twenty-five dollars and upon the written request of any Owner, any mortgagee of any Lot, or any prospective Owner or mortgagee of any Lot, the Association shall issue an acknowledged certificate in recordable form setting forth the amount of any assessments, or installments thereof, against the Lot specified in such request which are due and unpaid, if any, and whether or not the Association has any knowledge of any existence of any violations of the provisions of this Declaration. The contents of the said certificate shall be binding upon the Association with respect to, and only with respect to any prospective Owner, mortgagee, contents in good faith and to his detriment.

ARTICLE X

Enforcement

Section 1. Civil Action. Each of the provisions of this Declaration may be enforced by the Declarant, the Association, or any Owner in a civil action founded at law, in equity, or on both law and equity against the entity or person violating or attempting to violate any of the provisions of this Declaration. In addition to any other remedies available, the Declarant, the Association, or the Owner bringing such civil action shall be entitled to such enforcement by the granting of an injunction requiring the remedying of such violation and enjoining any such future violation and by the awarding of damages suffered with respect to such violation or attempted violation. In any such civil action the court shall award the prevailing party therein such party's court costs and reasonable attorney's fees incurred in connection with such civil action. Under no circumstances shall the Declarant, the Association, or the Owner be under any duty or obligation to bring such a civil action or otherwise enforce the compliance with the provisions of this Declaration; and the failure to do so shall not be, or be deemed to be, a waiver of the right to do so with respect to any subsequent or other violation of any of the provisions of this Declaration.

Section 2. Nuisance And Other Remedies. Every violation of any provision of this Declaration shall be and constitute a nuisance and shall be subject to every public and private remedy allowed therefor in law and at equity. All remedies provided for in this Declaration or in law or at equity with respect to the enforcement of any of the provisions of this Declaration and with respect to the recovery of damages, court costs, and attorney's fees as a result of any violation or attempted violation of any of the provisions of this Declaration shall be cumulative and not exclusive.

ARTICLE XI

General Provisions

Section 1. Duration.

(a) This Declaration and every provision, covenant, condition, restriction, and reservation contained herein shall run with and bind the land constituting the Properties and all successors in title to the Properties for a period of twenty-five years from the date of recording this Declaration in the office of the Clerk and Recorder of Fremont County, Wyoming, and, thereafter, automatically for consecutive periods of ten years each until terminated as is provided for in Section 2 of this Article.

(b) This Declaration and any provision, covenant, condition, restriction, and reservation contained herein may be terminated, extended or amended as to the whole or any part of the Properties by the recording of a suitable instrument in the office of the Clerk and Recorder of Fremont County, Wyoming, which specifically sets forth such termination, extension, or amendment and which is signed and properly acknowledged before a notary public by the Owners owning, in the aggregate, the record fee simple estate in Lots containing not less than seventy-five percent of the total square footage of area of all of the Lots; provided, however, that prior to December 31, 1992, no such termination, extension, or amendment shall be effective unless consented to in writing by the Declarant on such instrument. Notwithstanding anything to the contrary herein contained, no change in the method of determining the obligations, assessments, dues, and other charge which may be levied against a Lot and for which an Owner is liable pursuant to this Declaration shall be made without the prior written consent of (a) not less than seventy-five percent (75%) of the Owners, other than the Declarant, and (b) the Holders of the first mortgages on not less than seventy-five percent (75%) of the aggregate of the Lots.

Section 2. Separability. If any provision, sentence, phrase, or word in this Declaration, or the application thereof to any person or circumstance, shall be held invalid, the remainder of this Declaration and the application of such provision, sentence, phrase, or word to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby.

Section 3. Interpretation. When necessary for proper construction, the masculine of any word used in this Declaration shall include the feminine and neuter gender, and the singular shall include the plural, and vice versa.

Section 4. Binding Effect. The provision of this Declaration shall enure to the benefit of and be binding upon the Declarant and the Developer and their respective successors and assigns, including, but not by way of limitation, the Association and each Owner.

Signed August 26, 1982, in Riverton, Wyoming.

EMPIRE LAND AND DEVELOPMENT, INC.
a Wyoming corporation

By: Raymond W. Bickel
Raymond W. Bickel, President

Attest: Joyce E. Bickel
Joyce E. Bickel, Secretary

STATE OF WYOMING)
) ss
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me on this 26th day of August, 1982, by Raymond W. Bickel, as president and Joyce E. Bickel, as secretary of Empire Land and Development, Inc., a Wyoming corporation, acting for and on behalf of the said corporation.

Witness my hand and official seal.

Jacqueline M. King Notary Public
County of Fremont State of Wyoming
My Commission Expires April 29 1986

Jacqueline M. King
Notary Public

My commission expires: