

PLANNING COMMISSION CERTIFICATE

This plan approved by the Fremont County Planning Commission, September 16, 1988.
Robert S. Dierker
County Planning Director

PLANNING COMMISSION'S RECOMMENDATION

This plan approved by the Board of County Commissioners of Fremont County, Wyoming, on September 16, 1988. The Board of County Commissioners, after reviewing the plan and the recommendations of the Planning Commission, has approved the plan and the recommendations of the Planning Commission. The Board of County Commissioners has approved the plan and the recommendations of the Planning Commission. The Board of County Commissioners has approved the plan and the recommendations of the Planning Commission.

Witness my hand and the seal of Fremont County, September 16, 1988.
James R. Breyer
County Clerk and ex-officio
Register of Deeds

SECURITY UTILITIES

1. NO EXISTING UTILITIES WITHIN TRACTS.
2. THE WATER WILL BE SUPPLIED BY CONCRETE & COPPER PIPE WATER MAINS AVAILABLE FROM THE MOUNTAIN CAMP WATER TREATMENT PLANT.
3. NO EXISTING PUBLIC SEWERAGE SYSTEM.
4. NO EXISTING PUBLIC UTILITY ELECTRICITY.
5. NO EXISTING TELEPHONE WIRE SPECIFICALLY OPERATING.

GENERAL NOTE OF SUBMITTER

This plan is a final, partial and complete of Homestead Park, Tract 1, which is located in Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming. The plan is a final, partial and complete of Homestead Park, Tract 1, which is located in Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming. The plan is a final, partial and complete of Homestead Park, Tract 1, which is located in Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming.

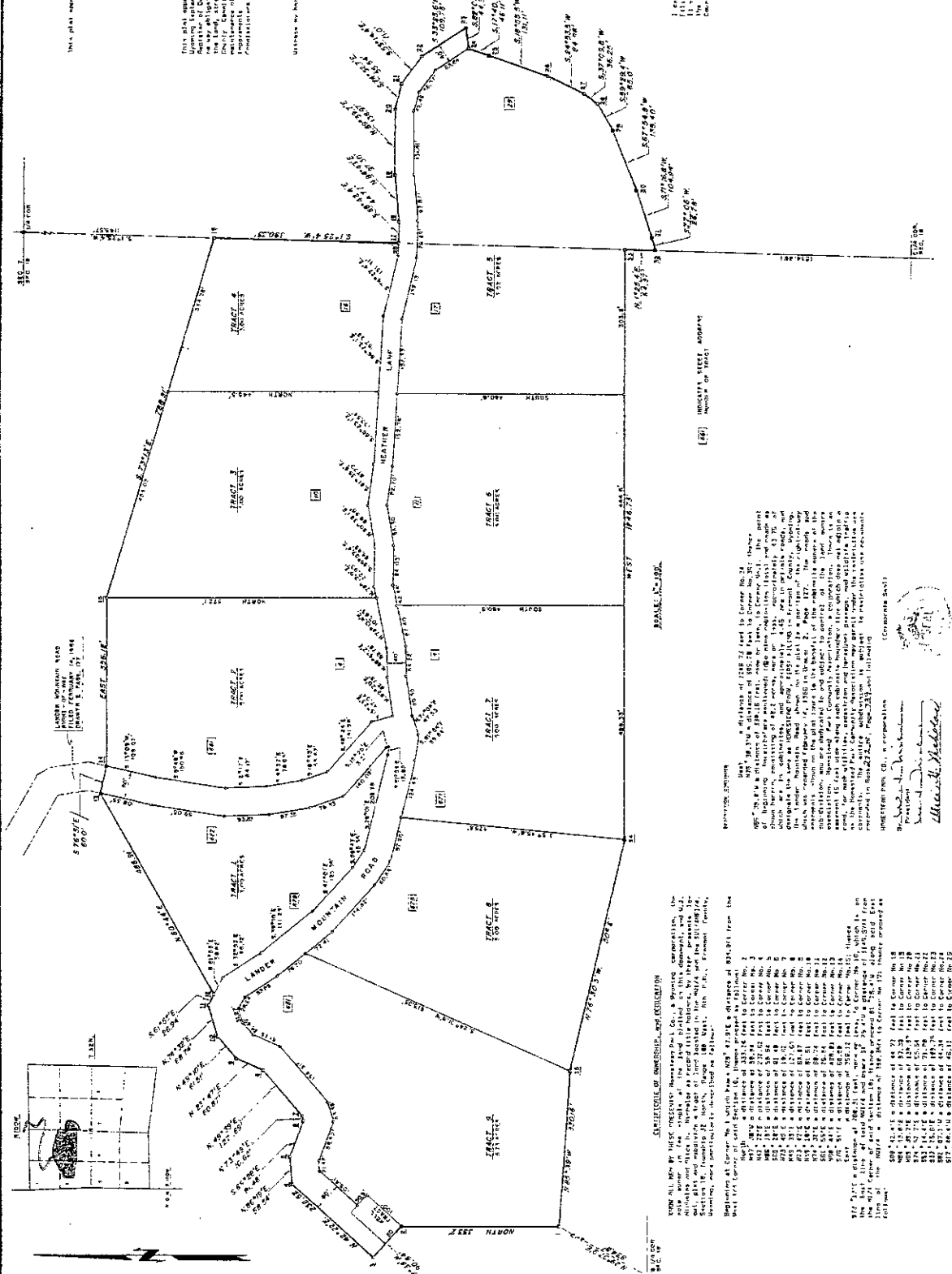
Charles J. Stuchlik
Charles J. Stuchlik
Spring, W.Y., Fremont SMI

**SUBDIVISION
PLAT OF
HOMESTEAD PARK
FIRST FILING**
LOCATED IN THE
NW/4 AND SWANEM
SECTION 18
T.22N., R.108W., S81R.M.
FREMONT COUNTY, WY.

RECORDING INFO

This plat was recorded in the Office of the County Clerk, WY., on September 16, 1988 at 1:58:00 PM. The recording fee was \$15.00.

1087104
Fremont County Clerk
James R. Breyer



RESOLUTIONS

RES. 1. That the Board of Commissioners of Fremont County, Wyoming, do hereby approve the subdivision of the land described in the plat as Homestead Park, Tract 1, which is located in Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming. The plan is a final, partial and complete of Homestead Park, Tract 1, which is located in Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming.

COMMISSIONER'S SIGNATURE

Charles J. Stuchlik
Charles J. Stuchlik
President

PLANNING COMMISSION

State of Wyoming
County of Fremont
I hereby certify that the above is a true and correct copy of the original plat as recorded in the Office of the County Clerk, WY., on September 16, 1988 at 1:58:00 PM.

Dorothy E. Arnold
County Clerk



DESCRIPTION OF HOMESTEAD PARK AND DISTRICT

Tract 1, Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming, contains 128.00 acres. The land is divided into 128 lots. The lots are described as follows: Lot 1, 1.00 acre; Lot 2, 1.00 acre; Lot 3, 1.00 acre; Lot 4, 1.00 acre; Lot 5, 1.00 acre; Lot 6, 1.00 acre; Lot 7, 1.00 acre; Lot 8, 1.00 acre; Lot 9, 1.00 acre; Lot 10, 1.00 acre; Lot 11, 1.00 acre; Lot 12, 1.00 acre; Lot 13, 1.00 acre; Lot 14, 1.00 acre; Lot 15, 1.00 acre; Lot 16, 1.00 acre; Lot 17, 1.00 acre; Lot 18, 1.00 acre; Lot 19, 1.00 acre; Lot 20, 1.00 acre; Lot 21, 1.00 acre; Lot 22, 1.00 acre; Lot 23, 1.00 acre; Lot 24, 1.00 acre; Lot 25, 1.00 acre; Lot 26, 1.00 acre; Lot 27, 1.00 acre; Lot 28, 1.00 acre; Lot 29, 1.00 acre; Lot 30, 1.00 acre; Lot 31, 1.00 acre; Lot 32, 1.00 acre; Lot 33, 1.00 acre; Lot 34, 1.00 acre; Lot 35, 1.00 acre; Lot 36, 1.00 acre; Lot 37, 1.00 acre; Lot 38, 1.00 acre; Lot 39, 1.00 acre; Lot 40, 1.00 acre; Lot 41, 1.00 acre; Lot 42, 1.00 acre; Lot 43, 1.00 acre; Lot 44, 1.00 acre; Lot 45, 1.00 acre; Lot 46, 1.00 acre; Lot 47, 1.00 acre; Lot 48, 1.00 acre; Lot 49, 1.00 acre; Lot 50, 1.00 acre; Lot 51, 1.00 acre; Lot 52, 1.00 acre; Lot 53, 1.00 acre; Lot 54, 1.00 acre; Lot 55, 1.00 acre; Lot 56, 1.00 acre; Lot 57, 1.00 acre; Lot 58, 1.00 acre; Lot 59, 1.00 acre; Lot 60, 1.00 acre; Lot 61, 1.00 acre; Lot 62, 1.00 acre; Lot 63, 1.00 acre; Lot 64, 1.00 acre; Lot 65, 1.00 acre; Lot 66, 1.00 acre; Lot 67, 1.00 acre; Lot 68, 1.00 acre; Lot 69, 1.00 acre; Lot 70, 1.00 acre; Lot 71, 1.00 acre; Lot 72, 1.00 acre; Lot 73, 1.00 acre; Lot 74, 1.00 acre; Lot 75, 1.00 acre; Lot 76, 1.00 acre; Lot 77, 1.00 acre; Lot 78, 1.00 acre; Lot 79, 1.00 acre; Lot 80, 1.00 acre; Lot 81, 1.00 acre; Lot 82, 1.00 acre; Lot 83, 1.00 acre; Lot 84, 1.00 acre; Lot 85, 1.00 acre; Lot 86, 1.00 acre; Lot 87, 1.00 acre; Lot 88, 1.00 acre; Lot 89, 1.00 acre; Lot 90, 1.00 acre; Lot 91, 1.00 acre; Lot 92, 1.00 acre; Lot 93, 1.00 acre; Lot 94, 1.00 acre; Lot 95, 1.00 acre; Lot 96, 1.00 acre; Lot 97, 1.00 acre; Lot 98, 1.00 acre; Lot 99, 1.00 acre; Lot 100, 1.00 acre; Lot 101, 1.00 acre; Lot 102, 1.00 acre; Lot 103, 1.00 acre; Lot 104, 1.00 acre; Lot 105, 1.00 acre; Lot 106, 1.00 acre; Lot 107, 1.00 acre; Lot 108, 1.00 acre.

Tract 2, Section 18, Township 22 North, Range 108 West, Fremont County, Wyoming, contains 128.00 acres. The land is divided into 128 lots. The lots are described as follows: Lot 109, 1.00 acre; Lot 110, 1.00 acre; Lot 111, 1.00 acre; Lot 112, 1.00 acre; Lot 113, 1.00 acre; Lot 114, 1.00 acre; Lot 115, 1.00 acre; Lot 116, 1.00 acre; Lot 117, 1.00 acre; Lot 118, 1.00 acre; Lot 119, 1.00 acre; Lot 120, 1.00 acre; Lot 121, 1.00 acre; Lot 122, 1.00 acre; Lot 123, 1.00 acre; Lot 124, 1.00 acre; Lot 125, 1.00 acre; Lot 126, 1.00 acre; Lot 127, 1.00 acre; Lot 128, 1.00 acre; Lot 129, 1.00 acre; Lot 130, 1.00 acre; Lot 131, 1.00 acre; Lot 132, 1.00 acre; Lot 133, 1.00 acre; Lot 134, 1.00 acre; Lot 135, 1.00 acre; Lot 136, 1.00 acre; Lot 137, 1.00 acre; Lot 138, 1.00 acre; Lot 139, 1.00 acre; Lot 140, 1.00 acre; Lot 141, 1.00 acre; Lot 142, 1.00 acre; Lot 143, 1.00 acre; Lot 144, 1.00 acre; Lot 145, 1.00 acre; Lot 146, 1.00 acre; Lot 147, 1.00 acre; Lot 148, 1.00 acre; Lot 149, 1.00 acre; Lot 150, 1.00 acre; Lot 151, 1.00 acre; Lot 152, 1.00 acre; Lot 153, 1.00 acre; Lot 154, 1.00 acre; Lot 155, 1.00 acre; Lot 156, 1.00 acre; Lot 157, 1.00 acre; Lot 158, 1.00 acre; Lot 159, 1.00 acre; Lot 160, 1.00 acre; Lot 161, 1.00 acre; Lot 162, 1.00 acre; Lot 163, 1.00 acre; Lot 164, 1.00 acre; Lot 165, 1.00 acre; Lot 166, 1.00 acre; Lot 167, 1.00 acre; Lot 168, 1.00 acre; Lot 169, 1.00 acre; Lot 170, 1.00 acre; Lot 171, 1.00 acre; Lot 172, 1.00 acre; Lot 173, 1.00 acre; Lot 174, 1.00 acre; Lot 175, 1.00 acre; Lot 176, 1.00 acre; Lot 177, 1.00 acre; Lot 178, 1.00 acre; Lot 179, 1.00 acre; Lot 180, 1.00 acre; Lot 181, 1.00 acre; Lot 182, 1.00 acre; Lot 183, 1.00 acre; Lot 184, 1.00 acre; Lot 185, 1.00 acre; Lot 186, 1.00 acre; Lot 187, 1.00 acre; Lot 188, 1.00 acre; Lot 189, 1.00 acre; Lot 190, 1.00 acre; Lot 191, 1.00 acre; Lot 192, 1.00 acre; Lot 193, 1.00 acre; Lot 194, 1.00 acre; Lot 195, 1.00 acre; Lot 196, 1.00 acre; Lot 197, 1.00 acre; Lot 198, 1.00 acre; Lot 199, 1.00 acre; Lot 200, 1.00 acre.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS, EASEMENTS, CHARGES and LIENS

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HOMESTEAD PARK, FREMONT COUNTY, WYOMING

This Declaration is made July 4, 1985 by Homestead Park Co., a corporation, referred to herein as Declarant.

Declarant owns land in Fremont County, Wyoming. Much of that land will be broken into small residential cabinsites. Declarant desires to enhance and protect the attractiveness, desirability, and value of all the property, by imposing restrictions regarding use and occupancy and development upon the title to various cabinsites and other land made subject to this declaration, for the welfare of the persons who own property there and for the general welfare of the community.

DECLARATION

The real property conveyed subject to this Declaration, except as otherwise specifically provided in each conveyance, is hereby impressed with the covenants, conditions, reservations, easements, liens and charges, that are hereby declared. Standards for construction and purposes are set forth at the end.

1. GENERAL RESIDENTIAL RESTRICTION. No building or other construction whatever, other than private single family dwelling houses with single family guest house and necessary outbuildings and structures authorized herein, shall be erected, placed, permitted, occupied or used on a site.

Authorized outbuildings and structures include, and are limited to: one guest house for each authorized single family dwelling house; a private garage; a masonry fireplace-cooking area; a horse barn; a studio; a hobby shop; a storage shed; an outhouse; a wood shed; a corral; structures which screen other installations and property from view; a pole fence enclosing the building area (curtilage) described in the following paragraph; a gateway at the access road entry consisting of a pole or similar gate and pole wing fence not more than fifty feet long on either side of such gate; a similar exitway gate if desired.

The sites and structures may be used for private residential purposes only. No commercial activity except modest 'home occupation' will be conducted or permitted on any site. (Declarant anticipates that an area on the northerly side of Sheep Creek next to the forest boundary which is not included under these covenants may have commercial activity some time in the future.)

2. BUILDING AND STRUCTURE LOCATIONS. No buildings and no other structures, except only the gateways, shall be located closer to a perimeter property line (boundary line) of a site than the set back distances which are designated pursuant to this declaration. The area within the setback lines is referred to as the "curtilage".

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Fremont County: Wyo. No. 1087125
Recorded

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SEP 16 1986 Book 272 of Microfilm Page

11:01 o'clock AM James A. Farthing

A gateway may be located on or next to a boundary line but only at an improved vehicular entryway or exit from the site. No more than two such gateways are permitted for each site.

For a three acre site, the regular set back distance is 100 feet from each boundary. For sites larger than three acres, the regular set back distance is 125 feet. These regular set back distances apply to sites which are rectangular areas, presuming that the center is the area best developed. In fact, that regular situation will occur on very few tracts, if any. The conveyance from the Declarant will specify the set back required for each site, having regard to contours, the forest density, the view, the adjoining sites, and all other reasonable and appropriate criteria. Should there be an error or omission, the Preserve Board is empowered to make corrections.

Attachment of buildings, one to another, is encouraged.

No buildings or structures shall be located in the bottom of a draw or other low place where they might suffer from upland drainage, reservoir washout, flood or other holocaust from above. (It is reliably believed that in June 1963 as much as 7 inches of rain fell within 24 hours upon the residual winter snow in the park area.)

No fences shall be constructed other than pole fences, or fences of other materials which look like pole fencing.

3. BUILDING SIZE. No building or structure shall exceed two stories in height above ground, nor be higher at any point than the average treetops next adjacent thereto, nor exceed 32 feet in height in any place. Chimneys, and antennae which are non-reflective of light and do not exceed 3/4 inch in diameter, are not included in computing building height.

4. BUILDING QUALITY AND APPEARANCE. No buildings or other construction shall have outward appearance other than log, cedarwood, or rock, or other commensurate rustic appearing construction having prior express approval of the Homestead Park Preserve Board. No building or structure, or part of a structure shall be colored other than natural earth or forest colors, of shades which blend into the surroundings.

All roofs shall be rustic. No roof material is allowed other than that made of forest green or earth colored tile, or shingles or shakes, or similarly rustic appearing fire-resistant material which has prior express approval of the Preserve Board; or heavy gauge anodized dark colored, non-glossy, non-reflective metal. All roofs must be colored so as to avoid notice from a distance. All other metal roofs are prohibited unless they are shaped and permanently colored to resemble naturally colored shakes or shingles.

Solar panels and cells for the collection and production of heat and electricity are encouraged. If such are built to become part of a roof, they are excepted from the these provisions regarding roof colors and materials.

5. CHIMNEYS. All masonry chimneys must be built from the ground up. All chimneys and chimney systems shall comply with Underwriters Laboratories approved materials and guidelines. The book Wood Heat Safety by Jay W. Shelton, published by Garden Way Publishing of Charlotte, Vermont 05445, C. 1979, Second Printing 1980, is adopted by this reference. The construction and safety recommendations and approvals of the author are adopted hereby and imposed upon all site owners and occupants as obligatory, minimum standards. Use and construction of lesser strictness is prohibited. Where there is uncertainty or discrepancy, the 1977 Canadian Heating, Ventilating, and Air-Conditioning Code (now published as a part of the Building Code) of the National Research Council of Canada is adopted, and in that situation the construction must comply with it.

Without supplanting or modifying the publication in any way, but only to note the type of restrictions contained in the book: Chimneys of stone or brick must be lined with terra-cotta flue lining, which must be installed with particular clearances, and specially prepared and installed mortar. A 2100° rated chimney system is desirable; at least a 1700° rated chimney system is mandatory. Chimneys must extend at least three feet above where the chimney penetrates the roof, and two feet higher than any part of the roof within 10 feet horizontal of the chimney, whichever is the higher.

All exposed chimneys or flues shall be made of brick or stone, or painted dark earth color, or black.

All chimneys and flues must be equipped with heavy gauge metal spark screens, of one-half inch mesh having at least four times the cross-sectional area of the flue.

6. STOVES AND STOVE PIPES. No stoves and stove pipes shall be installed or operated within 36 inches of any combustible materials (exclusive of the under floor) nor within one foot of the floor unless the combustible material is protected as recommended by the National Fire Protection Association, or better, or as recommended in the Jay Shelton-Garden Way publication Wood Heat Safety herein adopted. Combustible material beneath must be protected in a manner recommended in the book. In addition to compliance with the foregoing requirements, recommendations and standards, all chimneys, stoves and fireplaces must be installed in accordance with the recommendations and instructions provided by the seller or manufacturer of the unit being installed, if such are more stringent than otherwise required by these covenants.

7. FIRE PROTECTION.

- a. Roofs shall be kept reasonably clear of leaves, twigs and other debris.
- b. All electrical equipment and facilities installed and operated shall conform to the National Electric Code. Electrical equipment must be approved by an insurance company or Underwriters Laboratories or underwriting agency selected by the Preserve Board.
- c. Fire extinguishers and firefighting apparatus shall be installed by each site owner. In every house or enclosed structure the owner will install at least one pressurized Type B-C (UL rated) fire extinguisher with at least 2 pounds of fire control chemical. Such equipment shall be ready at all times for immediate use and shall be tested by the owner each year at reasonable times required by the Preserve Board.
- d. No fireworks will be stored or used anywhere on or about a premises.
- e. No fuel tanks will be buried on a premises.
- f. All duff (partly decayed potentially combustible organic matter on the forest floor) shall be kept at least ten feet away from the foot of all buildings.
- g. No open fires are permitted except at campsites and picnic sites which have been prepared for open fires by the Preserve Board, Homestead Park Community Association or the Declarant, and then only with express prior permission of the Preserve Board or the Homestead Park Community Association. It is a purpose of this restriction to limit camp fires, and cook-outs, etc., to facilities equipped with a chimney and spark arrestor, except for special organized, responsibly supervised events.

8. NO FENCES. No fences shall be erected upon any premises except:

- (a.) horse corrals within the curtilage not to exceed 2 in number, neither of which shall exceed 500 square feet; and
- (b.) a pole fence enclosing the contiguous land within the building set back lines, the curtilage; cross-fences within the curtilage; and

- (c.) a boundary fence which separates Homestead Park land from land which is not subject to these covenants.

9. ANIMALS AND PETS -- NO HUNTING -- NO FIREARM DISCHARGE. Horses and pack animals, on a permanent or semi-permanent basis not to exceed one per occupying family member, may be kept in the corrals and may be picketed elsewhere on a cabinsite. No pets will be kept on any premises except as authorized herein. Household pets (birds, cats and dogs only) may be kept only under and upon the following conditions:

- a. No more than 2 cats may be kept on any curtilage at any time. No cat shall be permitted to leave the curtilage of the cabinsite on which it is kept.
- b. No dog shall be permitted to run at large at any time. Every dog not inside a building must be tethered on a leash not longer than 50 feet, or must be in the immediate personal presence of its owner and within the "positive control" of the owner at all times. No dog may howl or bark excessively or incessantly for more than one minute at any time, and never at or on account of any wild game. No tethered pet shall be left unattended on the property at any time. Every dog in violation of these conditions is presumed to be molesting the wildlife, a hazard to the wildlife, a detriment to the community, a nuisance, and devaluating the property and adjacent properties. It is preferred that a dog kept overnight will be housed so that its presence will not spook the wildlife.

In keeping with the effort to maintain the area in a primitive state and as a refuge for wildlife, no hunting or trapping of game animals is permitted, and no target practice or other discharge of firearms is permitted.

No wild animal, reptile or bird may be trapped, transported, kept or maintained anywhere upon the property. Care may be offered for animals that are not taken out of their wild state.

10. POPULATION DENSITY. Overpopulation of Homestead Park and over improvement will necessarily result in unnecessary impairment of the quality of the area and residence there. No more than one single family residence and one auxiliary guest cabin are permitted on any site consisting of less than five acres. No more than two single family residences and two auxiliary guest cabins are permitted on any five acre site. One additional single family residence and one guest house may be added for each additional 2.5 acres in a cabinsite provided that

the curtilage of the entire cabinsite is contiguous. A guest cabin may be used only occasionally; and not for continuous residence.

No more than one family at a time is permitted extended or continuous residence on any site of less than 5 acres. No more than two families at a time are permitted extended stay or continuous residence on any site of approximately 5 acres. Additional families may reside on a cabin site so long as 2.5 acres are added to the site for each additional family. Exceptions to this density provision are allowed only upon approval of three-fourths of the owners of tracts subject to these covenants; provided that the Declarant may occasion exceptions where the topography, isolation, ground cover or other characteristics of the land will permit greater density without undue encroachment on the privacy of adjoining sites or where the want of an exception would result in waste, or loss of use of valuable land and the exception will not unduly adversely affect the value of the adjoining property.

No cabinsite shall be subdivided into smaller tracts, nor be conveyed or encumbered in less than the full original dimension of the conveyance subjecting it to these covenants, unless such subdivision has been approved in writing by the Preserve Board or by the owners of three-fourths of the other tracts subject hereto. In further recognition of the fact that each cabinsite in Homestead Park is unique, the granting of a subdivision privilege to one cabinsite shall not constitute a precedent or basis for claim for any other cabinsite to receive such privilege.

11. NOXIOUS ACTIVITY, ANNOYING LIGHTS, SOUNDS or ODORS; NUISANCES. Disorderly conduct is not permitted. No noxious or offensive activity shall be carried on upon any site. Nothing shall be done or placed on the property which is or may become a nuisance, or cause embarrassment, disturbance, or annoyance to occupants of other tracts. No activities such as races, competitions, public exhibitions, etc., which may infringe on the peace, quietude and privacy of Homestead Park inhabitants will be permitted except with prior permission of all the owners of property likely to be affected.

No light shall be emitted from a premises that is unreasonably bright, causes unreasonable glare or casts upon the property of another. If reflective solar panels cause annoyance then reasonable efforts to abate the same must be undertaken by the owner of the panels so as to continue the use of the solar collection. Yard or area lights may not be left on overnight or at other times when no person is dependent on such to light a current activity or an activity likely to occur within a short while.

No sound shall be emitted from a site which is unreasonably loud or annoying. The cabinsite sizes are established and the set back distances have been fixed (and the purchase prices of

the cabinsites are adjusted in consideration thereof) so as to limit the likelihood of occupants of one cabinsite bothering the occupants of another. So far as reasonably possible, each occupant will curtail noisy activities so as to be relatively inaudible to the neighbors. Unmuffled generators, motorbikes, motor vehicles, snow machines, and other engines and noisy devices are not permitted at any time. Chain saws are permitted, but their continued use in locations and at times likely to disturb the peace of neighbors is enjoined. (Intermittent use at reasonable times is expected.)

No person shall drive or operate a vehicle or other machine on any road in the Homestead Park area at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. No one shall drive or operate a vehicle or other machine in disregard for the safety of persons or property. Ordinarily, under optimum conditions, 25 miles per hour is the maximum safe speed on the Lander Mountain Road, and 15 miles per hour is the maximum safe speed on the side roads. A person who frequently or habitually drives in contravention of this paragraph is deemed a nuisance and may be enjoined from using the roads, provided that the authority which issues the injunction may suspend its enforcement provided that the violator pays all the costs of the action to declare and abate the nuisance, including reasonable attorneys fees, and upon reasonable conditions designed to insure safe conduct on the part of the violator in the future.

No odor shall be emitted from any property which is noxious or offensive to others.

Reasonability may be determined by the Preserve Board, subject to review by a court, or a jury if demanded.

12. OWNERS LIABLE FOR OCCUPANTS. Each owner of a cabinsite has a duty to require, and is primarily responsible for requiring every occupant of the cabinsite, guests and other visitors of the owner or occupant, to observe and abide by the spirit, tenor and letter of these covenants. Each such owner is jointly and severally liable to the other owners of land which is subject hereto for the conduct of the owner, guests, occupants and other persons who visit Homestead Park by virtue of such owners property in Homestead Park. In the absence or default of an owner or upon the failure of an owner to fulfill the responsibility required by this paragraph, the Preserve Board or its representative, the Community Association or its representative, or any other cabinsite owner subject hereto may fulfill such responsibility without liability, but has no obligation to do so.

13. MAINTENANCE OF PROPERTY. Each entire cabinsite, including improvements thereon, shall be kept and maintained by the owner and all occupants in a clean, safe, attractive and sightly condition (as near to nature as consistent with human residential use) and in good repair. Other than the forest

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product natural to the property, in its natural state, and slash not over 18 inches high, no scrap lumber, clippings, waste, metals, bulk materials, scrap, refuse, trash, debris, inoperable vehicles, unusable machinery, etc., shall be kept, or stored, or allowed to accumulate on any cabinsite other than in an enclosed building. Building materials and equipment will be neatly stacked and covered so as not to be visible outside the curtilage. Firewood and posts and poles, etc., will be neatly stacked.

No trash, ashes, or other refuse or debris may be thrown or dumped on the property. The burning of waste or refuse out-of-doors is prohibited. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used by any person except as approved by the Preserve Board. Waste materials, garbage, and trash shall be placed in sanitary containers that are enclosed and screened from public view, screened from flies and pests, and protected from disturbance by bear. Trash shall be disposed of by the occupants with reasonable promptness, by removing it from the area.

All electrical service and telephone lines (if there are any) shall be placed underground. All clotheslines, garbage cans, equipment, coolers, storage piles and other such paraphernalia, campers, recreational vehicles, trailers and other personalty, shall be screened from view or walled in with rustic appearing material to conceal them from view of neighboring property and passers-by.

The owner shall keep the premises in a condition consonant with this paragraph, and free from noxious weeds and debris, whether the tract is vacant or occupied.

14. TIMBER MANAGEMENT. The forested portion of each premises shall be cared for by the owner, employing sound principles of forest husbandry, consistent with maintaining and propagating the live trees and preserving and expanding the mountain wilderness atmosphere of Homestead Park. Standing dead trees may be removed. Live trees may not be removed except for clearing necessary entry and exit ways, clearing the buildings site and a reasonable curtilage (including a reasonable fire protection perimeter), and except as is recommended by an experienced, competent forester for the improvement and propagation of the forest, or for the necessary construction of improvements on the property itself.

The planting of (beetle resistant) Douglas fir trees is encouraged to eventually replace the lodgepole pine. The planting of other harmonious trees, berry bushes, and shrubs, as will contribute to seclusion and to the wilderness character of Homestead Park is encouraged.

15. NO SOIL, ROCK or VEGETATION REMOVAL. There shall be no mining or removal of soil or rock from the property in any manner or for any purpose which does not primarily improve the property

independently of any other purpose for removal. There shall be no removal of any vegetation from the property for any purpose which does not primarily improve the property independently of any other purpose. 747

16. MINING OPERATIONS-TOWERS-RADIO,TV ANTENNA-TANKS. No derrick or other structure for use in boring for oil or natural gas, nor other mining operation (except drilling for water) may be erected, placed or permitted on any premises, nor shall any other exploitative operation be conducted on a premises which interferes in any way with the peace and tranquility and primitive character of the neighborhood.

No radio tower, or television tower, or beacon, or any visible construction higher than the tree tops shall be erected or permitted on the premises. Antenna for private personal use which is not higher than the tree tops and which is not visible from outside the premises is permitted. These covenants do not preclude the erection and use of wind powered generators, but none may be erected such as to be visible through the tree tops unless concealed, camouflaged or designed to blend into the background in a manner and to an extent which has prior approval of the Preserve Board.

Every dish-like TV antenna, and like installation, shall be screened by a timber slab wall, or shrubs, or other aesthetically rustic screening device which will conceal it from view outside the curtilage.

No visible elevated tanks of any kind shall be erected, placed or permitted on a premises; provided however that buildings, the height and exterior of which otherwise conform to these covenants may house water and fuel tanks, and such, if adequate ventilation is provided and the installation otherwise conforms to a commonly accepted municipal building code. Propane tanks, and such, shall be screened from view with slab walls, or shrubs, or other aesthetically rustic screening devices; and may be painted rust, or a light earth color, but not silver or aluminum.

Solar panels and cells for the collection and production of heat and electricity are encouraged. Notwithstanding any other provisions of these covenants, such may be installed on roofs or on towers or on the ground, provided however, that any installation of same which otherwise would not conform to the restrictions herein must have the approval of the Preserve Board, and such Board may require mitigative conditions designed to minimize the nonconformance as much as appears reasonable.

17. LIMITATION OF HOME OCCUPATIONS. Allowable 'home occupations' include and are limited to: the use of a residence for limited professional practice, for a studio or workshop, for private lessons and artistic pursuits, and recreational and other endeavors that do not require the employment of labor other than

the owner and members of the owners immediate family; provided⁷⁴⁸ always that the public at large shall not be solicited by advertising to visit the place used, no goods bought for resale shall be offered, and all vehicle parking connected with such use must be provided within the curtilage out of sight of the neighbors and without inconvenience to a neighbor.

18. SIGNS. No signs of any kind shall be displayed to the public view on a cabinsite except only:

- (1) signs which conform in make and style to the example provided by the Preserve Board [an engraved or routed native lumber board on which the lettering is paint filled], and
- (2) which set forth only:
 - (a) the name of the owner or occupant, the cabinsite name or Homestead Park address;
 - (b) one profession of an occupant upon a sign board not larger than one square foot;
 - (c) a statement advertising the premises for sale or rent, upon a sign board not larger than two square feet;
 - (d) speed signs, road directory signs, caution signs, information and other regulatory signs, placed by the Declarant or by the Homestead Park Community Association;
 - (e) signs placed by the declarant to publicize Homestead Park property for sale.

19. SEPTIC SYSTEMS. All sewage systems must attain and meet the minimum standards promulgated by the Wyoming Department of Health, Department of Environmental Quality, and the administrative authority of Fremont County, and must be approved by the appropriate state and county authorities. The absorption-evaporation fields are permitted to extend into the area outside the curtilage, but must not leak, discharge or percolate water to the surface or off the cabinsite.

20. RESTORATION OF SITE. Upon the completion of any construction on the premises, to the greatest extent possible but consistent with the owners development and occupancy, the owner shall restore the portion of the site not permanently devoted to residential use to the condition that existed prior to the construction (taking into account such construction), so that the site and improvements shall be in harmony with the surrounding unimproved property. Grass, flowers, shrubs, or appropriate trees may be planted. Should any portion of the premises outside the curtilage suffer loss or damage on account of collision, fire, spillage of toxic substance, flood, or other calamity, the owner will similarly restore it to the prior existing or

consonant condition with reasonable dispatch so that it shall be in harmony with the adjoining property. In event of substantial disharmony, as declared by a court of competent jurisdiction, the Preserve Board or the Homestead Park Community Association may do and complete such restoration with right of reimbursement for cost as a charge against the premises. (Again, the planting of beetle and rust resistant Douglas fir trees will be favored in the place of lodgepole pine.) 749

21. VEHICLES and MISCELLANEOUS EQUIPMENT. No automobile, truck, pickup, camper, motorbike or motorcycle, moped, trailbike, trailer, mobile home, tractor, golf cart, snowmobile, or any other vehicle of any type other than foot-powered bicycles [herein collectively called 'vehicles'] or garden or maintenance equipment shall be parked, stored, mounted, dismantled or rebuilt in Homestead Park except as provided in these covenants.

22. PARKING and STORAGE -- OUTSIDE EQUIPMENT.

(a) Licensed passenger automobiles and pickup trucks may be parked:

(1) on a temporary basis (not exceeding continuous 24 hours) on the shoulder of Lander Mountain Road and the Homestead Park side access roads, but only for so long as such temporary parking does not constitute an obstruction to traffic or an unsafe condition, and

(2) on the shoulder of the private entry roads, provided such is incidental use and not habitual.

(3) within the curtilage away from obvious view from a roadway. (Screening hedges are encouraged.)

(b) All other small vehicles and garden and maintenance equipment may be kept upon the premises if wholly screened from view from outside the curtilage or stored in an enclosed building having three walls and a roof; and, if the open wall can be seen from outside the curtilage, then having a door which is closed when not in use.

(c) Generators, heat pumps, and such installations shall be walled (with adequate ventilation and circulation), and roofed consistent with other buildings; and shall at all times be muffled such that noise therefrom is not audible beyond the cabinsite boundary. Cellar installation of generators, with exhaust running into buried drums, is recommended to deaden the sound.

23. MAINTENANCE COSTS - SHARED ACCESS ROADS. Shared access roads which provide access from the Lander Mountain Road to

various individual sites shall be private roads. The owner of each site which is served by such a road is responsible for a proportionate share (determined by acreage served) of the maintenance costs for the shared road. Disputes regarding the sharing, if any, may be submitted to the Preserve Board for determination. Unpaid shares may be collected at law together with costs of collection including reasonable attorneys fees.

24. USE OF COMMON AREAS. The common areas may be used only for private camping, picnicing, hiking, fishing, horseback riding, skiing, snowmobiling, and other outdoor recreational uses consistent with undisturbed natural state.

25. SURVEY AZIMUTH. All plats and formal land descriptions which are likely to be recorded with the Register of Deeds will employ bearings based on grid azimuth.

26. CREATION and POWERS of PRESERVE BOARD. The Homestead Park Preserve Board shall consist of three members who shall be designated from time to time by Declarant, until Declarant shall in writing assign the power of designation to the Homestead Park Community Association. Thereafter the Community Association by resolution shall provide for the appointment or election of the Preserve Board members, the terms of office, their removal, its by-laws, etc., and shall fix standards if necessary. The Preserve Board by unanimous vote shall have the power to grant variances from these provisions, the same as do municipal zoning authorities when, on account of conditions peculiar and unique to the land in question, unnecessary hardship or practical difficulties would result to the owner if the variance were denied. The Preserve Board shall have the power to grant special exceptions, special use permits, and conditional use permits the same as municipal zoning authorities, provided the exceptions are compatible with the surrounding area, and compatible with the developments already permitted in the vicinity under the general provisions of these covenants, and with the spirit and purpose of these covenants. It may attach terms and conditions (conditions precedent and conditions subsequent) to granting variances, special exceptions or special use permits. The terms and conditions may limit the exceptions in order to preserve the integrity of the neighborhood, of these covenants, or of the exception process.

27. ARCHITECTURAL CONTROL. The Homestead Park Preserve Board shall also sit as a community architectural control committee. No building, outbuilding or structure shall be erected, placed or altered on any cabinsite at any place where it will be patent, visible to other cabinsites or to persons traveling the Lander Mountain Road and Homestead Park access roads or to persons using the common areas of Homestead Park until the construction plans and the specifications and a plan showing the location of the structure have been approved by the Preserve Board as to quality of workmanship and materials, harmony of design with existing structures, conformity to the character of the community described and implicit from these

covenants, and as to location with respect to topography and finish grade elevations. The structures, so far as is possible, will be of such a nature as will blend or be compatible with the natural surroundings, and use of natural native material such as wood and stone is encouraged.

28. OWNERS ASSOCIATION. The Declarant has caused a cabin-site owners association to be formed, known as Homestead Park Community Association, a Wyoming non-profit corporation. Each person who purchases a cabinsite becomes a member of the organization and automatically is entitled to one share of the organization for each acre acquired plus one additional share for each fractional acre which is more than one-half acre. The ownership of each share is appurtenant to the land and automatically is transferred to each successive owner of the land to which it is appurtenant. The existence of the organization will be endorsed on the plat of the property recorded in Fremont County records.

It is the duty of each owner, each member of the organization, to notify the officers and management of the organization of such owner's property interest, and to provide such documentation as is reasonably necessary to evidence the same; and to at all times keep the organization management advised as to the address of such owner and member.

29. BOUNDARY EASEMENTS. An easement 15 feet in width along and adjoining the outside boundary of each tract (which is not adjoining a Homestead Park access road) is hereby saved, excepted and reserved, and at the time of conveyance of a cabinsite to a purchaser by the Declarant is hereby automatically conveyed to the Homestead Park Community Association (HPCA) for installation, maintenance, repair and replacement of utilities lines (electricity, telephone, telegraph, television, water, sewer, drainage, and other community uses as may become known, and desirable, in the future) and for wildlife traffic and pedestrian and horseback passage. The Homestead Park Community Association as a condition precedent to its exercise of such easement for other than wildlife traffic and pedestrian and horseback passage, is obliged to restore the surface of the easement after each exercise to a condition reasonably the same as its condition prior to such exercise, or to a condition which is consonant with and consistent with the provisions of this Declaration. The Community Association is authorized to convey interests in the easement to others for the benefit of any or all of the cabinsite owners subject always to the obligation to restore the premises after each exercise of the easement. The easements constitute open space and may not be fenced.

30. STATEMENTS REGARDING ROADS AND UTILITIES. The following statements will be set forth on plats recorded by the Declarant and are included here as additional notice, that there is:

- (a) NO PROPOSED DOMESTIC WATER SOURCE.
- (b) NO PUBLIC SEWAGE OR TRASH DISPOSAL SYSTEM.
- (c) NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
- (d) NO PUBLIC UTILITY ELECTRICITY.
- (e) NO TELEPHONE OTHER THAN RADIO TELEPHONE.

Approval of any subdivision or portion of Homestead Park by the county commissioners shall in no way obligate Fremont County for the maintenance of roads or streets. The roads are not public roads until accepted by resolution of the county commissioners.

31. ACCESS FOR, AND LIEN FOR, INSPECTION and FORCED COMPLIANCE WITH THESE PROVISIONS. The Preserve Board and the Homestead Park Community Association, or their delegates, shall have right of access to each improvement on each premises from time to time and during reasonable hours, as may be necessary to inspect for fire protection, safety, compliance with these provisions, and for making emergency maintenance, repairs or replacements (emergency costs will be reimbursed by a charge against the premises). This provision, however, does not create or establish any duty to inspect, to maintain, to repair or to replace and vests no rights or claims against the Preserve Board or the Homestead Park Community Association.

32. ASSESSMENTS and LIENS FOR ASSESSMENTS. The owners and occupants are obligated to pay an assessment each year, if assessed. The total of all assessments shall be apportioned to each cabinsite according to acreage. The amount shall be fixed separately for each year by the shareholders of the Homestead Park Community Association. The amount shall not exceed \$10.00 for each full acre of a site of more than three acres; \$1.00 additional for each additional 1/10th acre; and \$30.00 for each site of three acres or less. The assessment may be imposed by the Homestead Park Community Association for the costs of:

- (a.) the maintenance, upkeep, operation and management of the Lander Mountain Road; (does not include the access side roads);
- (b.) maintenance, upkeep, operation and management of the common areas, including:
 - 1. the northfacing open sagebrush mountainside between the forest boundary and cabinsite boundaries,
 - 2. the NE-SW fire-break, ski and riding course,
 - 3. the summit picnic area; and

4. the bottom area along Sheep Creek.

- (c.) maintenance, upkeep and management of easements along the boundary lines.
- (d.) taxes and special governmental assessments and insurance costs (if any) of the common areas.
- (e.) the cost of enforcing and obtaining compliance with these provisions.

Each assessment shall draw interest after its due date at the then prevailing local bank rate (or average of local bank rates). The assessments include all costs of enforcing and collecting them including reasonable attorneys fees, and are a charge against the title to each cabinsite superior to all other liens and encumbrances other than taxes and governmental assessments. The lien attaches on the due date of the assessment, which shall be fixed by the assessing authority.

Every owner of an interest in property which is subject to these covenants, by the act of acquiring such ownership jointly and severally agrees to pay the assessments against the cabinsite in which the property right is acquired. No owner may obtain exemption from the assessment obligation by abandoning the site or waiving the benefit, use or enjoyment of any of the property within Homestead Park.

Suit to recover a money judgment for unpaid assessments, costs, expenses and attorneys fees may be maintained without foreclosing or waiving the assessment lien. Such lien may be foreclosed the same as a power of sale or other mortgage in Wyoming. The Homestead Park Community Association may bid at foreclosure on sites and improvements and may acquire hold, lease, mortgage, sell and convey the site and the improvements.

To evidence the assessment lien, the assessing authority is empowered, but not required, to prepare a written notice of lien setting forth the purpose for which the assessment was made, the unpaid amount, its due date, the name of the person alleged to be liable therefor, and a description of the property subject to the lien and to record the notice of lien in the office of the Fremont County Clerk and ex-officio Register of Deeds.

Each owner, by entering a contract for or accepting a deed for land affected by this Declaration releases and waives all homestead rights and other exemptions with respect to such lien.

Upon payment of a reasonable fee, not to exceed \$25.00, and at written request of an owner, prospective purchaser or mortgagee, the assessing authority will issue a written, dated statement regarding any given cabinsite which sets forth the amount of any unpaid assessments or that all assessments are paid. If not issued and returned within 20 days of a request,

any unpaid assessments shall be subordinated to any interest the inquirer acquires within 60 days after the request provided the inquirer is without actual notice of the unpaid assessment.

33. **STANDING TO ENFORCE.** The Declarant, the Preserve Board, the Homestead Park Community Association and every owner of a site affected hereby, each, has the right to enforce all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by this Declaration and its amendments. Failure of the Declarant, or the Preserve Board, or the Homestead Park Community Association to enforce any or all of the restrictions, covenants, conditions, reservations, liens and charges, now or hereafter imposed by this Declaration shall not be deemed a waiver of the right to do so.

34. **SEVERABILITY.** Invalidation of any part of these covenants and provisions shall in no way affect any other provision.

35. **DURATION OF COVENANTS; AMENDMENT.** Each provision of this Declaration that is attached to a tract of land shall run with the land and be binding upon the heirs and assigns of the owner of the tract. Each tract (site) shall be servient to all other tracts (sites) upon which any of the provisions have become attached for 20 years from the date this Declaration is recorded with the Fremont County Clerk. After that 20 years the provisions are automatically extended to run with the land for successive terms of ten years unless terminated within the six month period preceding expiration of a term. The provisions may be terminated during that 6 month period by the recorded written instrument of the owners of two-thirds or more of the land then subject to this Declaration.

This Declaration may be amended by addenda duly recorded (a.) by the Declarant during the first two years after recording [a period allowed to correct errors or excessive or impractical provisions], (b.) at any time by an instrument signed, acknowledged and recorded by the owners of 90 per cent of the land affected hereby.

36. **DESIGNATION and ANNEXATION of AFFECTED PROPERTY.** Cabinsites and adjacent land and common areas may be made subject hereto and annexed as Homestead Park land at the discretion of the Declarant by deed, or by reference in a conveyance, or by other written, signed and acknowledged adoption of all or a portion of the provisions, recorded with the Fremont County Clerk. No annexation or addition of affected land shall require the vote or act of any cabinsite owner.

STANDARDS FOR CONSTRUCTION OF PROVISIONS.

These covenants are premised on the proposition that people can occupy and inhabit this virgin mountain land in a way that neighbors and the wildlife of the area are not constantly

reminded of each others presence. These covenants are designed and will be liberally construed to give priority to residential privacy and to protect and maintain Homestead Park as a prime private mountain retreat and wildlife sanctuary. The covenants are to insure and to facilitate individual enjoyment of as nearly a wilderness and isolated mountain experience as may be possible. The covenants stress that people who share the same vicinity must attempt to do so without significant impact upon, or sacrifice of, the natural unique values of privately owned land in the forest.

With continued concern, (and with minimal husbandry), the forest will be saved, nurtured, harvested, preserved and agreeably improved through adherence to these covenants such that succeeding years and generations will also enjoy superior mountain residency.

DECLARATION and PURPOSES.

The purposes of these covenants are (1.) to insure the best use and most appropriate development and improvement of each parcel or tract and each cabin site; (2.) to protect the owners of cabin sites against use of surrounding cabin sites and land which will depreciate the value of their property; (3.) to preserve, so far as practicable, the natural beauty of the property and surroundings; (4.) to guard against the erection of poorly designed and proportioned structures, and structures built of improper or unsuitable materials; (5.) to obtain harmonious color schemes; (6.) to insure best development of the property for its scenic and wilderness characteristics; (7.) to encourage and secure the erection of attractive and commensurate structures at appropriate locations on the cabin sites; (8.) to prevent haphazard and inharmonious improvements of building sites; (9.) to maintain proper setbacks from roads and boundary lines of adjacent properties and adequate open and free spaces between structures so that indigenous wildlife may find safe passage and sanctuary; (10.) to protect against loss by fire, or flood, or other calamity, and to avoid damage claims against neighbors on account of any such loss; (11.) to preserve, develop and protect the wildlife; (12.) to preserve the forest aspects of the area; and (13.) in general to provide adequately for a secluded, native, rustic, consistent quality of improvement of the property and thereby enhance the aesthetic and economic investments made by purchasers of the cabin sites affected.

UNIFORMITY IS NOT REQUIRED FOR ENFORCEABILITY

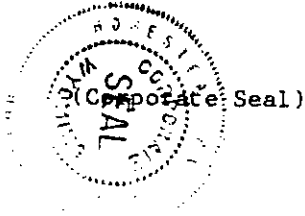
As compared to lots in the usual residential areas, each acreage in Homestead Park is sufficiently unique that absolute uniformity of all covenants and all restrictions among all the acreages is not necessary. In several instances absolute uniformity will be undesirable and counterproductive. Examples

are: where a boundary line is along or against a steep grade or precipitation, the set back line for placement of improvements need not conform to that of relatively level sites; structures in dense forest of large Douglas fir trees may be considerably higher than those in the forest of low, small diameter lodgepole pine; cabins along the periphery of the forest which are sited for view of the open and public lands present different situations from those surrounded by trees.

Uniformity among all the properties to be affected by these covenants is not contemplated and is not required. It is not necessary for enforceability of any provision of these covenants. All the provisions need not apply uniformly to all of the land affected for enforceability of the provisions. Absolute mutuality of obligation of all the affected property owners is not required for enforceability.

The Declarant reserves the right to make exceptions, variances, and exemptions from these provisions as to a given cabinsite at the time such cabinsite is conveyed by the Declarant, and to selectively impose any or all of them on different properties in Homestead Park, whether adjoining or adjacent, according to the Declarants best judgment. However, any provision once imposed upon an acreage may not be cancelled or abrogated by the Declarant without the unanimous vote or concurrence of the Preserve Board or of three-fourths of the then Homestead Park cabinsite owners.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed and sealed and recorded effective July 4, 1985.



HOMESTEAD PARK CO., a corporation

By W.J. Nicholas

STATE OF WYOMING)
) SS
County of Fremont)

The foregoing instrument was acknowledged before me by W.J. Nicholas, the President of Homestead Park Co., September 16, 1986.

Witness my hand and official seal.

(SEAL)

My Term Expires January 3, 1987

~~My Term Expires July 22, 1985~~

[Signature]
CLERK OF THE DISTRICT COURT