



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

**DECLARATION OF PROTECTIVE COVENANTS FOR
BISON RUN III**

This Declaration of Protective Covenants is made this the 6TH day of May 2002, by Christine Read and Daniel W. Read, brother and sister, hereinafter referred to as the "Declarants."

RECITALS

Section 1: The Declarants are the owners, as tenants by the entirety of all lands in BISON RUN III, a subdivision of approximately 182 acres located in Laramie County, State of Wyoming, as the same is more particularly described to-wit:

Bison Run third filing a subdivision of a portion of Section 13, Township 14 North, Range 66 West of the 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at the northwest corner of said Section 13; thence S.89°45'35"E., along the north line of said Section 13, a distance of 2641.79 feet to the north quarter corner of said sections 13; thence S.89°45'54"E/., continuing along the north line of said Section 13, a distance of 1320.78 feet to the northwest corner of Stearns Subdivision; thence S.00°00'35"E., along the west line of Stearns Subdivision, a distance of 2094.51 feet to the northeast corner of Bison Run Second Filing; thence westerly along the north line of said Bison Run Second Filing the following 5 courses: N.89°50'33"W., a distance of 732.18 feet; thence N.00°13'17"W., a distance of 110.20 feet; thence N.89°50'26"W., a distance of 2828.86 feet; thence N.00°13'17"W., a distance of 31.61 feet; thence N.89°50'26" W., a distance of 393.85 feet to the west line of said Section 13; thence N.00°13'05"W., along said west line, a distance of 1958.34 feet to the point of beginning. Containing 182.156 acres more or less.

hereinafter referred to as the "subject property."

Section 2: The Declarants due hereby covenant, agree and make the following declarations as to the limitations and restrictions to which the subject property may be put, all of which shall be deemed to run with the subject property and each and every portion thereof to ensure proper use and appropriate development and improvement of the subject property.

ARTICLE 1: DEFINITIONS

Section 1: "Committee" shall mean and refer to the Architectural Control Committee as established pursuant to Article III of this Declaration.

Section 2: "Owner" shall mean and refer to the record owner(s), whether one (1) or more persons of fee simple title to any Tract (or in the event of a contract for deed transaction involving any Tract, the Purchaser thereunder), but excluding those having such interest solely as security for the performance of any obligation in which event the equitable owner of such fee simple title shall be deemed to be the Owner thereof.

ARTICLE II: USES AND RESTRICTIONS

Section 1: Principal Use: It is intended that the tracts within the subject property shall be used and occupied as rural "ranchette" residential homesites for the full enjoyment of the Owner thereof subject to the covenants contained herein.

Section 2: Nuisances: No noxious or offensive activities shall be conducted on any Tract nor shall anything be done thereon which may be or may become a nuisance to the Owner or any other Tract within the subject property. For the purposes of this section, a "nuisance" shall be construed according to case law precedent existing in the State of Wyoming and shall include, generally that activity which arises from unreasonable, unwarranted or unlawful use by a person of his own property, thereby creating obstruction or injury to the health, safety, welfare, or right of another

Section 3: Commercial Enterprise: No commercial business activity other than a home occupation use in conformance with Section 4 below may be conducted upon any Tract of the subject property.

Section 4: Home Occupation: Home occupations are permitted, however, nothing in this section shall be construed to relieve any person from compliance with any and all applicable City and County zoning regulations. The Owner shall be responsible to determine which regulations govern Owner's intended and actual home Occupation use and shall be responsible for complying with those regulation.

- A) Any alterations and or construction to accommodate the home occupation use must first be approved by the Committee. The external character and appearance of the building shall be consistent with these covenants.
- B) There shall be no offensive noises, vibration, smoke, dust, odors, heat or glare resulting from such home occupation use.
- C) No materials, goods, supplies or equipment related to the home occupation use shall be stored or displayed outside of any structure located on the property.
- D) One (1) unlighted sign, compatible with the residence and neighborhood, not over 18 inches by 24 inches shall be permitted provided it is attached flat against the structure or window.
- E) There shall be only incidental sale of stocks, supplies or products on the premises, however, catalogue sales are permitted. Retail trade or business involving customer traffic and or parking shall be prohibited as in any other commercial and or business activity that necessitates customer traffic and or parking except for the incidental sale of stocks, supplies or products on the premises.
- F) Employees working on the site of the home occupation shall be bona-fide, full time residents of the residence dwelling on the Tract only. Employees of the home occupation who are not bona-fide, full-time residents of the residence dwelling on the Tract shall not be permitted to work on site at the residence dwelling.
- G) The following occupations shall not be allowed as home occupations upon the subject property:
 - 1) Body or mechanic repair to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general repair, engine rebuilding or reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories.
 - 2) Massage Parlors/Technicians.
 - 3) Any other home occupation which is considered noxious, offensive, or annoying as determined by the written vote of three-quarters (3/4) or more of the then record Owners. An Owner shall be entitled to one (1) vote for each Tract owned.
 - 4) Any other commercial activity involving animals prohibited in Article V hereinafter.



RECORDED 6/11/2002 AT 3:35 PM REC# 324009 JK# 1655 PG# 929
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 10

Section 5: Dumping/Trash: No Tract shall be used or maintained as a dumping ground for rubbish or junk including, but not limited to, junked cars, unlicensed cars, appliances, et cetera. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.

Section 6: Excavation: No refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 7: Vehicles: Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Tracts or on the road in front of a residence or on the front driveway or anywhere within the subdivision more than 72 hours at any one time or as a repeated practice. No vehicles, trailers, or vehicular equipment shall be habitually parked along any of the public roadways adjacent to the subject property. Owners of camp trailers, horse trailers, boats and boat trailers and trucks larger than general use pickups shall attempt to park such vehicles away from the general view of adjacent landowners and away from the roadway side of any house.

Section 8: Buildings: No structure other than one private single family dwelling together with a private garage and appropriate outbuildings as may be approved by the Committee shall be erected, placed or permitted to remain on any of the Tracts. All home construction shall be site-built construction and no mobile homes and or modular homes shall be permitted.

Section 9: Temporary Structures: No structure of a temporary character (such as a trailer, modular home, basement, tent, shack, barrack, garage, barn or other outbuilding) shall be used on any Tract as a family dwelling, either temporary or permanently. This covenant shall not restrict a home builder from maintaining a temporary tool shed or lumber shed for the purpose of erecting dwellings, provided that the Architectural Control Committee shall have the authority to order the removal of said temporary structures whenever the same have been on the premises an unreasonable length of time. The expected use of a construction related tool or job site shed or shelter must be anticipated and so stated at the time of application for construction. Said temporary construction tool shed or shelter will not be allowed to remain on any site more than nine (9) months after the date on which construction is started.

Section 10: Open Storage: No open storage will be permitted on the property. All materials and equipment must be stored in an approved structure.

Section 11: Signs: No sign of any kind shall be displayed to the public view on any Tract except as follows:

- A) The signs advertising the initial offering of Bison Run III.
- B) One sign of not more than five square feet advertising the property for sale or rent.
- C) Signs of no more than 32 square feet used by a builder to advertise the property during the construction period only.
- D) One sign compatible with Section 4(D) hereinabove. Upon the completion of the construction of a home, a large sign shall be removed immediately, but may be replaced with a five square foot sign advertising the property for sale or rent.

Section 12: Further Subdivision Restriction: No Tract of the subject property may be subdivided into smaller tracts.

Section 13: Radio and TV Antennae: Each Tract of the subject property shall be limited to no more than one (1) television antenna or satellite dish, not to exceed thirty-six (36) inches in diameter, and not more than one (1) radio antenna or tower not to exceed thirty-five (35) feet in height. No tract Owner shall cause or permit any

radio or television equipment on his or her Tract to cause interference with the radio or television signals or reception of any other Tract Owner.

Section 14: Grades: The "Grade Agreement," Attachment A, between the Declarants and Cheyenne Light, Fuel and Power Company shall also be binding on all Tract Owners.

Section 15: Pipe Line: The (Conoco Pipe Line Company Right of Way Development Provisions) between Declarants and Conoco Pipe Line Company shall also be binding on owners of Tracts 71,88, 89, and 90.

ARTICLE III: ARCHITECTURAL CONTROL

Section 1: Architectural Control Committee: An Architectural Control Committee for the subject property is hereby constituted. The initial Committee shall consist of the undersigned. The Committee may designate a representative to act for it, which representative may or may not be a member of the Committee. Said representative shall serve until the Committee, or one of its members, provides written notice of termination. The Committee shall have the right, but not the obligation to appoint advisors to assist it in carrying out any of the functions of the Committee. Neither the members of the Committee, nor its designated representative, if any, shall be entitled to any compensation of any kind for services performed pursuant to this covenant. Any member of the committee may resign upon ten (10) days' written notice to the other members of the Committee. In the event of a vacancy due to the death, termination, or resignation of any member, the remaining member(s) shall have full authority to designate a successor.

The Committee shall have such powers, privileges and immunities as are set forth in this Declaration of Protective Covenants. The affirmative vote of all the members of the Committee shall constitute the action of the Committee on any matters before it. The approval or consent of the Committee on matters properly coming before it shall be conclusive and binding on all interested persons.

The committee shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request or application made pursuant to this Declaration.

Section 2: Submission to Committee: No home, building, or structure on any Tract in the subject property shall be constructed, placed, or maintained and no substantial alteration or renovation of the exterior of any homes or improvements situated on a Tract shall be performed without complying with the submission requirements as hereinafter provided.

Section 3: Submission Requirements: Submission requirements shall be as follows:

- A) For initial construction of a home or improvement, the Owner shall submit the following:
- 1) A plan for the proposed home or improvement which shall include the following information: square footage, floor plan, drawings of exterior elevations of the structure, and specifications describing external colors and materials including the roofing material.
 - 2) A site plan showing the location of the structure(s), well, and septic system to be constructed on the Lot, and the location and size of all roads, paths, driveways and sidewalks.
 - 3) Any other information as may be required by the Committee in order to ensure compliance with the requirements contained herein.
- B) For any alterations or renovations to the exterior of existing homes or improvements the Owner shall submit a description of the proposed change together with plans, specifications, elevations or such other documents as requested by the Committee.

RECORDED 6/11/2002 AT 3:35 PM REC# 324009 JK# 1655 PG# 931
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 10

Section 4: Submission Procedures: The Committee shall consider each application based upon the eye appeal, quality, and materials described, the conformance with the declarations herein (in particular the following design and construction standards), and the harmony of the exteriors (colors, materials, and design) with the existing structures. The Committee shall also consider the proposed location of the structure(s) in relation to the topography and the roads and any adjacent construction. The Committee shall inform the applicant of its decision within twenty (20) days of the submission of all the required information. In the event the Committee disapproves of any submitted plans the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in achieving an acceptable submittal. The Committee shall deny approval of any submission(s) with a written statement of the basis of the denial.

Section 5: Approval: Any approval or permission granted by the Committee shall not be construed to constitute approval or permission by any official or commission of any governmental agency. Owner shall be solely responsible for obtaining any an all permits, applications, or other written instruments required by any private, public, or governmental agency.

Once begun, any home or improvement or alteration thereto approved by the Committee shall be diligently prosecuted to completion. All homes and other improvements on any Tract shall be substantially completed within one (1) year after commencement of construction unless the committee establishes a longer period at the time of the approval of the construction plans.

ARTICLE IV: DESIGN AND CONSTRUCTION STANDARDS

Section 1: General: These minimum design and construction standards are intended to impose a code of uniformity upon the development within the SUBJECT PROPERTY. Variances to these design and construction standards may be appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. However, rather than attempting to anticipate the special cases in which variances should be granted, owners should recognize that detailed refinement of these standards are a function of the review process. All variances must be approved in writing by the Committee.

Section 2: Square Footage: The principal dwelling must have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches terraces and garage, of no less than 1,500 square feet; except that where the said principal dwelling is a 1½ or 2 story dwelling, the minimum living area of the first floor area may be reduced providing that the total living area of the 1½ or 2 floors is not less than 1,800 square feet, it being understood that these minimum standards are exclusive of basement area.

Section 3: Foundations and Attached Garages: All dwellings shall be erected and or placed upon a permanent foundation and shall have an attached minimum two (2) car garage.

Section 4: Building Site Plan/Minimum Building Setbacks: A site plan showing the location of all proposed structures must be approved by the Committee as hereinabove provided. The minimum setbacks shall be required: No building shall be located on any lot nearer than sixty (60) feet from any lot line. Water wells shall also be set back a minimum of (60) feet from any property line. If an Owner is combining two or more Tracts as a homesite, the interior lot lines of said combined parcel may be disregarded and the sixty (60) foot set back shall be measured from the exterior lot lines of said combined parcel.

Section 5: Septic Systems: Sewage shall be disposed of only by and through a septic system of adequate dimensions and capacity and of a type approved by the State of Wyoming Department of public Health. No septic tank or field system shall be nearer than one hundred (100) feet to any lot line except with the consent of the appropriate health officials of the County and State and the Committee. Any and all toilet facilities must be connected to a proper septic tank system.



RECORDED 6/11/2002 AT 3:35 PM REC# 324009 K# 1655 PG# 932
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 5 OF 10

Section 6: Outbuildings: The maximum size of any detached outbuilding shall be two thousand, four hundred (2,400) square feet. The maximum height of the side-walls of any detached outbuilding shall be twelve (12.00) feet. The location of any outbuilding shall be subject to the approval of the Committee, the intent being that all structures on a Tract shall appear appropriately integrated **Construction of any outbuilding may not precede but must be contemporaneous with or subsequent to the construction of the primary dwelling residence.**

Section 7: Landscaping: The Owner of each Tract shall be responsible for the installation of a minimum amount of landscaping upon his/her Tract. It is the desire of the Declarants that landscaping shall be installed by the Owners to enhance the Tract and homesite, provide micro climate control, establish acceptable relationships between other Tracts and to control drainage and erosion. In order to achieve a harmonious and integrated appearance and for the purpose of complying with the landscaping requirements herein the following minimum standards will apply to all Tracts:

- A) Areas not occupied by structures and roads shall be kept planted with the existing ground cover or other grass of Owner's choice. Trees, shrubs, or other landscaping elements such as rocks, wood chips, bark and mulched or graveled materials are also acceptable to the Committee, but must be maintained and in good condition.
- B) Every Owner shall plant no less than seven (7) trees of any variety which have the following minimum height requirements around his/her home within four (4) years after his/her home is constructed: Any tree of the evergreen specie, generally, shall be no less than (3) feet tall when planted and any leaf tree, generally, shall be no less than six (6) feet tall when planted. Nothing herein shall be construed to prohibit an Owner from planting any number of trees less than three feet and six feet in height, respectively, in addition to the required seven (7) trees with the minimum height requirements. No unsightly shelter for trees such as used tires shall be permitted. Every Owner shall maintain a minimum of 7 live trees, as specified hereinabove, following the fourth year after his/her home is constructed.

Section 8: Utility Connections: All electrical and telephone lateral and or service connections and installations to homes and improvements shall be underground from the nearest available source.

Section 9: Tract Approached and Protection of Ground Cover: In order to protect the ground cover, at the commencement of any construction upon any Tract, Owner shall install an approach off of the adjacent road and onto said Tract upon which all vehicular traffic shall enter and exit said Tract. The approach must be built to county standards for Laramie County, Wyoming, in cooperation with the Laramie County Engineer. Owner shall direct all vehicular traffic, for construction purposes or otherwise, to use one road leading to the homesite, and in the case where a road has not yet been completed, Owner shall direct that any vehicular traffic be limited to a single path designated by Owner.

Section 10: Access To Specific Tracts: Tract 71 shall be accessed off Saykally Road only. Tracts 79, 80, 83, 84, 86 and 87 may access only one roadway.

Section 11: Private Drives: All homes constructed shall be accessed off of the adjacent roadway by a private drive, the construction of which shall, at the sole expense of Owner, occur simultaneously with the construction of the home and, in any event, which must be complete within sixty (60) days following completion of the home.

Section 12: Fences: Any and all boundary fencing to be constructed subsequent to the time of the filing of these covenants shall not include barb wire, sheep wire, or steel "T-posts."

Section 13: Blowing Trash: During construction, it shall be the Tract Owner's responsibility to insure that all construction related trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, waste materials, and debris are contained. Following construction, the Tract Owner bears the burden to insure that no trash, debris, or material of any kind be allowed to blow or be

carried off of the Tract to other Tracts.

Section 14: Maintenance of Homes and Improvements: All Owners shall maintain, or provide for the maintenance, of homes and improvements upon their Tracts.

Section 15: Orientation of Homes upon Tracts: The placement of a home upon the tract must be approved by the Committee. As a general proposition, all homes shall be situated upon a Tract so that the front of the home, generally, faces the road from which the home is accessed. The front of the homes constructed upon Tract 79 and 80 may face either Saykally Road or Julia Road, depending upon the desire of the Owner subject, however, to the approval of the Committee. The front of the homes constructed upon Tracts 83 and 84 may face either Saykally Road or Toria Road, depending upon the desire of the Owner subject, however, to the approval of the Committee. The front of the homes constructed upon Tracts 86 and 87 may face either Saykally Road or Toria Road, depending upon the desire of the Owner subject, however, to the approval of the Committee.

ARTICLE V: ANIMALS

Section 1: Domestic Pets: Commonly accepted domestic pets may be kept on all Tracts provided they are not maintained or kept for commercial purposes. All such domestic pets will be under the control of the Owners at all times and will not be allowed to run free off the Owners Tract. All Tract Owners shall ensure that any pets kept by such Owners shall not be a nuisance to any other Tract Owner or resident.

Section 2: Other Animals: No livestock or fowl of any kind including, but not limited to, cows, sheep, chickens, swine, and or other farm animals shall be permitted on any Tracts.

No more than two (2) horses may be kept for recreational purposes on each Tract. Horses on said Tracts must be kept on the back ½ of the Tract away from any roadways.

If an Owner wants to have horses on a Tract, an Owner must first receive written approval from the Architectural Control Committee. Such approval will not be given unless the Owner demonstrates that adequate stable facilities and adequate non-grazing feeding arrangements shall be in place. Stables and corrals shall be maintained in compliance with all lawful sanitary regulations. Operation of commercial riding stables and commercial boarding stables shall not be allowed.

With respect to all of the Tracts, 4-H, FFA, or similar non-commercial projects limited in scope and duration may be permissible on a case by case basis subject to written approval of the Architectural Control Committee.

ARTICLE VI: GENERAL PROVISIONS

Section 1: Enforcement and Remedies: These covenants, conditions and restrictions may be enforced by any legal or equitable Owner or by the Declarants and their successors and assigns, by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these Covenants shall be responsible for the reasonable attorney's fees incurred by the Owners or Declarants in the proceedings either to enjoin a violation or for the recovery of the damages. The failure to enforce or cause the abatement of any violation of these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation. Whether said violation shall be of the same or of a

different provision within these Covenants.

It is not the obligation or the responsibility of the Committee or Declarants to prosecute violations of these Covenants. Under no circumstances shall an Owner bring any claim, demand, or action against the Committee or Declarants relating in any way to violation of the covenants by another Owner.

Section 2: Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the subject property for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk and Recorder of the County of Laramie, State of Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated at the end of any such period by written vote of two-thirds (2/3) or more of the then recorded Owners.

An Owner shall be entitled to one (1) vote for each Tract owned. Any termination or amendment to this Declaration, however, must also be approved in writing by the Declarants in order to be valid. Any amendment and approval by the Declarants must be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming.

Section 3: Benefits and Burdens: The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Declarants, the Owners of the Tracts located within the "SUBJECT PROPERTY" and their respective heirs, successors, personal representatives and assigns.

Section 4: Severability: Invalidation of any one of these restrictions by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5: Easements: Easements and rights of way as shown on the recorded plat are hereby reserved on the subject property for drainage, wires, electricity lines, gas lines, telephone lines, or any other public or quasi-public utility service purposes together with the right of ingress and egress at any time for the purpose of further construction and repair.

Section 6: Variances: Variances to any of these covenants may be granted by the Committee as appropriate in specific cases, at the discretion of the Committee, on a very limited case by case basis. All variances must be approved in writing by the Committee

Section 7: Liability of Committee and Declarants: No Owner or other individual with proper standing shall make any claim, demand, or action against the Committee or Declarants and neither shall the Committee or the Declarants be liable to anyone for any damages of any nature whatsoever by reason of any action, inaction, approval or disapproval whatsoever related in any way to any of the covenants or provisions in this "Declaration of Protective Covenants" in its entirety.

RECORDED 6/11/2002 AT 3:35 PM REC# 324009 BK# 1655 PG# 935
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 10

IN WITNESS WHEREOF, this Declaration of Protective Covenants has been executed this 6 day of ~~November, 1999.~~ June 2002 CR DR

Christine Read

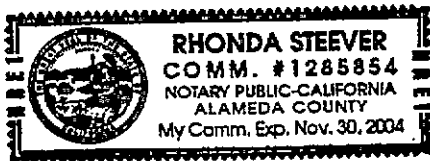
Christine Read, Declarant

Daniel W. Read

Daniel W. Read, Declarant

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

The foregoing was acknowledged before me by Christine Read and Daniel W. Read, sister and brother, this 6 day of ~~November 1999~~ June 2002



Witness my hand and official seal.

Rhonda Steever

Notary Public

My Commission expires: Nov 30, 2004

ATTACHMENT A

**TO THE DECLARATION OF PROTECTIVE
COVENANTS FOR BISON RUN**

The Owner shall advise Cheyenne Light, Fuel and Power Company hereinafter called the Utility, prior to commencing any excavations or grades after Utility facilities have been constructed. Owner will pay at their sole expense all costs of raising, lowering, relocating or otherwise rearranging, repairing, or changing such facilities when in the opinion of the Utility such work is necessary to provide required clearances, stability and protection of structures or underground facilities in accordance with an applicable building or construction codes, and policies of the Utility. In the event that the Owner or any independent contractor of the Owner has not complied with the terms and conditions of this Attachment, and if damages to any existing Utility facilities occurs, the Owner shall pay all damages and loss suffered by the Utility in repairing, relocating, or replacing such facilities, including a reasonable attorney's fee.