DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF GOOSE CREEK RANCHES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 2 day of October, 1998, by Seven Cross Ranches, LLC, a Wyoming limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the record owner of certain real property located in Natrona County, Wyoming (the "Property") described more particularly in Exhibit "A", attached hereto, the approved plat for Goose Creek Ranches, a Major Land Division of Natrona County, Wyoming, and desires to create thereon an exclusive residential community for the benefit of said Property and the Owners thereof; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and tracts within the Property and in order to prevent any future impairment thereof, the Declarant is desirous of subjecting the Property (together with such additions as may hereafter be made thereto, as provided in Article XI) to the covenants, conditions, restrictions, easements, charges, and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights and privileges inherent in ownership of a portion of the Property, the Declarant has deemed it desirable to create an organization to which shall be delegated and assigned the powers of owning, maintaining, enforcing and administering the covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Wyoming as a not-for-profit corporation, the Goose Creek Homeowners Association, for the purpose of exercising the aforementioned functions with respect to the Property, as designated by Declarant of the plat of the Property as recorded (or to be recorded) in the records of Natrona County, Wyoming; and

WHEREAS, as part of the development of the Property, the Declarant may further provide that the aforesaid association hold and maintain certain portions of the Property for the benefit of the owners thereof, which property may be established for, among other things, the creation of roads, irrigation ditches, devices, utilities easements, paths, entrance areas and signs, and the like; which areas and facilities shall be referred to herein as "Common Area"; and

NOW, THEREFORE, the Declarant declares that the Property, and such additions thereto as may hereafter be made pursuant to Article XII hereof, is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to herein as "Covenants and Restrictions" or as the "Declaration"), hereinafter set forth, all of which shall run with the land, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portion of the Property, to-wit:
ARTICLE I
DEFINITIONS

1. Lots: Each of the parcels of the Property, numbered 1 through 20, as shown on the plat attached hereto as Exhibit "A".

2. Property: The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibit "A". Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Property for purposes of the application of this Declaration.

3. Board: shall mean Board of Directors of the Association, the nonprofit corporation established to administer and enforce the terms and conditions of Declaration of Covenants, Conditions and Restrictions as set forth herein.

4. Association: Shall mean and refer to the Goose Creek Homeowners' Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

5. Owner: Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

6. Common Area: All property, including easements or rights-of-way, owned by the Association for the common use and enjoyment of the owners. The common areas shown on Exhibit "A" to be owned by the Association are hereby dedicated and conveyed by Seven Cross Ranches, LLC to the Association by the filing of the plat and these covenants and by such additional instruments of conveyance as necessary or desirable. All present and future Owners do hereby grant power of attorney to Seven Cross Ranches, LLC and/or to the Board of the Goose Creek Homeowners' Association, to prepare, execute and record on all owners' behalf, such documents as may be necessary to give effect to dedication and use of these common areas pursuant to these covenants. The Common Area is described as follows:

a. All ditches, head gates and other irrigation devices used or necessary in connection with the water rights appurtenant to the Property as of the date of recording these covenants, together with easements for the purpose of access to, maintenance, repair and improvement of said devices.

b. Streets, roads and thoroughfares as shown on the plat attached hereto as Exhibit "A" for the purpose of maintaining, improving and providing access to the lots, and for easements for placement, maintenance of and access to all utilities and use by utility companies providing services to the Property.
c. Such park lands, scenic easements, or pathways for hiking, mountain biking, and horseback riding, as may be dedicated by Seven Cross Ranches, LLC by these covenants or hereafter granted by Seven Cross Ranches, LLC to the Association.

7. **Common Services**: shall mean the roadway maintenance and snow removal services for the common roads and utility line maintenance and repair services for utility lines located in the rights-of-ways of such roads and maintenance and repair services for the irrigation system.

8. **Irrigated Lots A and B**: Irrigated Lots A shall mean those lots with a first priority to water from Goose Creek pursuant to the original water rights associated with the property.

Irrigated Lots B shall mean the lots with a secondary priority to water from Goose Creek based on those same original water rights.

The irrigated portions of the Irrigated Lots are only those portions shown on the Irrigation Plat attached hereto as Exhibit "B", irrespective of any descriptions set forth in the original water rights for the lands in the Property.

9. **Original Water Rights**: shall refer to those water rights which are currently appurtenant to the subject properties.

10. **Principal Residence**: shall mean the single family residential structure, constructed on any lot on the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

11. **Structure**: shall mean anything built or placed on the ground.

12. **Irrigation System**: Shall mean the system of ditches, canals, head gates, and other irrigation devices used in irrigating the property.

**ARTICLE II**

**GOOSE CREEK HOMEOWNERS' ASSOCIATION**

1. **Formation**: The Homeowners' Association shall be incorporated as a Wyoming nonprofit corporation by Seven Cross Ranches, LLC as soon after filing these covenants as practical.

2. **Maintain Copy of Plat and Records**: The Homeowners Association shall maintain full size plats of Goose Creek Ranches and other survey information, financial records of the association, and all other records of the association, available for review and inspection upon reasonable request, to members of the association and prospective purchasers.

October 2, 1998
2. **Delegation of Use:** Any Owner may delegate, in accordance with the Bylaws, his right and enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

**ARTICLE IV**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. **Voting Rights:** Each member, other than Declarant, shall have one vote per lot to cast upon any matter to be decided by a vote of the members. Until Declarant has sold 14 of the 19 lots or until the year 2008, whichever occurs first, Declarant shall have three votes per lot to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a lot, the vote of such member shall be cast as determined by the owners of such lot. In the event of any dispute among joint owners of a lot, the board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such lot have reached agreement as to such members vote.

**ARTICLE V**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation of Assessments:** Seven Cross Ranches, LLC, for each lot owned by it within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

   a. annual assessments or charges, and

   b. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

   c. Special assessment for irrigation and farming to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original plat) against which each such assessment is made. Each such
7. **Uniform Rate of Assessment**: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors; provided that the portion of the Association costs, attributable to operating and maintaining the irrigation system shall be prorated among the lots who are entitled to participate in accordance with a schedule based upon usage, it being recognized that water rights are not appurtenant to all lots. It is further provided that the assessment for all lots (including those annexed under Article XI) owned by Seven Cross Ranches, LLC, upon which no residential improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots, and further provided that the maximum assessment to be paid by Seven Cross Ranches, LLC shall be one-third (1/3) of the total assessment.

8. **Date of Commencement of Annual Assessments: Due Dates**: The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

9. **Effect of Nonpayment of Assessments: Remedies of the Association**: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

10. **Subordination of the Lien to Mortgages**: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
ARTICLE VI
ENVIRONMENTAL COMMITTEE

1. Environmental Committee: The Environmental Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is constituted by Seven Cross Ranches, LLC when the Association is formed, and shall be constituted from time to time, in the future or a separate Environmental Committee composed of three (3) or more members named by such Board of Directors. Said Environmental Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. Approval by Environmental Committee: No improvements, including but not limited to dwelling houses, barns or stables, swimming pools, tennis courts, ponds, flag poles, antennas, fences, garages, drives and parking areas, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work.

3. Approval Process: Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Environmental Committee. The plans shall include a site plan indicating the location of the proposed development, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure and must be sealed and signed by a licensed architect or engineer. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants. A fee of One Hundred Dollars ($100.00) shall be paid to the Environmental Committee for the processing and review of all authorized buildings, structures or improvements.

The Environmental Committee shall review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from the day of submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Environmental Committee fails to review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from submission thereof, and inform the owner of the Environmental Committee’s decision regarding approval or disapproval, then if the plans as submitted are not in violation of any specific covenant or restriction herein they shall be deemed to have been automatically approved, provided however, that any development proposed shall not restrict the flow of, or damage any water area, or impact the scenic or recreational value of any other lot owner.

The Environmental Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether the construction and location adequately conform to the rural setting, individual privacy and the irrigation and farming needs of the property.
A copy of the proposed plans and related data may be retained by the Association for its records.

The Environmental Committee shall either request that applicant post a performance bond to insure timely completion of any improvements in accordance with plans and specifications approved by the Environmental Committee and these covenants, or in the alternative, Applicant shall provide proof of a fully executed construction contract with a licensed independent contractor, together with letters of commitment for construction and permanent financing.

NOTE. Any approval given by the Environmental Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

4. **Variances:** Where circumstances, such as topography, property lines, location of trees, vegetation, or other physical interference requires, the Committee may, by a two-thirds (2/3) vote, allow reasonable variances to the covenants herein contained.

5. **General Requirements:** The Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the Property in an effort to provide improvements that are complimentary to the natural surroundings and existing structures with the visual design, materials, color, site location, height, topography, driveway, grade, and finished ground elevation. The Committee shall protect the seclusion of each home location from other sites as far as possible.

6. **Modular Homes:** Good quality modular homes are permitted, provided they have wood product or masonry siding, shingled roof with eave overhangs, roof pitch comparable to local stick built homes, are mounted on approved permanent, full perimeter foundations and meet the other covenants contained herein. Mobile homes or similar manufactured housing shall not be permitted.

7. **Attached Garage:** House plans shall provide for construction of an attached garage.

8. **Sewage Disposal:** for each lot shall be connected to a private sewage disposal system at the owner's sole expense, and such sewage disposal system shall conform to all applicable standards of the State of Wyoming, Natrona County, or other regulatory agency. No outdoor toilets shall be permitted, except self-contained toilets, for a reasonable period during construction. Each lot owner is responsible for the necessary permits.

9. **Preliminary Approval:** Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Property must own land in the Property; provided, however, that persons who contemplate the purchase of a lot may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and
approved or disapproved, but shall endeavor where practical to suggest such changes or alterations as may be required prior to final approval.

10. **Plans:** The Environmental Committee shall be deemed to have disapproved any plans submitted which clearly violate specific requirements of these covenants or are not sufficient for them to exercise the judgment required by these covenants.

11. **Environmental Committee Not Liable:** The Environmental Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of a lot by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to a lot, or any person or association submitting plans to the Environmental Committee for approval, by so doing does agree and covenant that he or it will not bring action or suit to recover damages against the Environmental Committee, its members as individuals, advisors, employees, agents or developer.

12. **Written Records:** The Environmental Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

**ARTICLE VII**

**FARMING AND IRRIGATION COVENANTS**

Certain lots within the Property shall be designated as irrigated lots as shown on Exhibit "B", the Irrigation Plat. Of those lots, certain lots will be designated as Irrigated Lots A and others as Irrigated Lots B. A Lots shall have a preference to water that is available in Goose Creek, and B Lots shall only be entitled to water after the needs of A Lots have been fully satisfied. A Lots shall receive their water from Goose Creek via the canals shown on the Plat and marked as A Canals or Ditches. B Lots shall receive their water via ditches and canals shown on the Plat and marked as B Canals or Ditches.

In order to assist with irrigation and farming of the irrigated lands an Irrigation and Farming Committee shall be established which shall be comprised of all of the lot owners with irrigated lots. This Committee shall meet at least annually in February of each year and establish procedures for irrigating and farming of the irrigated acreage for the upcoming year. The Committee shall also be responsible to regulate farming practices to promote compliance with good conservation practices and to avoid excessive dust and other nuisances.

The Farming and Irrigation Committee shall adopt bylaws to govern their meetings and decision making. All decisions made by the Irrigation and Farming Committee shall be made by majority vote. Any lot owner wishing to withdraw from group farming may do so provided that he shall still permit free access to his property to allow work on the ditches and to move equipment.
from one field to the next, and to allow for maneuvering room of that equipment while plowing, planting, spraying and irrigating. As a further condition, any lot owner wishing to withdraw shall have taken the appropriate measures to avoid erosion and dust and control weeds prior to withdrawing, e.g. growing appropriate grass cover.

This Committee shall also review and attempt to resolve any complaints or protests that arise between lot owners as to the application of water or farming practices. Provided that in the event that the that Committee cannot resolve any disputes that arise, those disputes shall then be brought before the Board of the Goose Creek Homeowners’ Association for review and final decision.

ARTICLE VIII
GENERAL RESTRICTIONS ON ALL LOTS AND TRACTS

1. **Zoning Regulations**: No lot shall be occupied, used by, or for, any structure or purpose which is contrary to the zoning regulations of Natrona County, Wyoming.

2. **Private Residence Purpose**: All lots in Seven Cross Ranches, LLC shall be used for residential purposes exclusively. No guest house or out building may be rented or leased, except as part of the entire premises, and such accessory building or guest house may not be constructed prior to the construction of the main residence without written approval of the Board.

3. **Preservation and Protection of Creek, Irrigation Lands and Wellfield**: The areas shown as irrigated lands and the Goose Creek Scenic Easement on Exhibit "B" shall be maintained as near as possible in their present state. In order to protect the creek, related aquifers and likely water well locations, a wellfield protection area is also hereby established. The protection area shall include the Goose Creek Scenic Easement and a 100 foot radius around all shallow water wells, i.e. water wells that are less than 100 feet deep. All water wells shall be drilled and completed or plugged in such manner as to insure against contamination. No structures may be erected on said irrigated lands, nor within 50 feet of any irrigation canal, nor within 100 feet of the Goose Creek Scenic Easement or wellfield protection area. Grazing shall not be permitted within the Goose Creek Scenic Easement and the wellfield protection area.

4. **Prohibited Activities**: Except that the dwelling on any lot in the area may be rented on a temporary basis by the owner or owners thereof for rental income purposes, and an owner may have a home office provided they do not sell or serve customers or clients on or from the premises, no other business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any lot in the area or on any improvement erected or placed therein, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs,
5. **Signs**: One "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted. One entrance gate sign identifying the owner or occupant of the property, of a style and design as approved by the Committee, shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any tract or lot.

6. **Animals and Livestock**: It shall be permissible for the owners of a homesite, in addition to household pets and small livestock (e.g., ducks, rabbits), to own and maintain on the lot one horse or one cow, or one llama or one turkey or similar livestock, per each five acres owned by them. For purposes of this restriction, three sheep or three goats shall be considered equivalent to a horse or cow. Except as herein specified, no hogs and no other animals, livestock or pets shall be deemed a permissible use. In the event the Environmental Committee should determine that animals maintained on a homesite, even though permissible within this provision, have become or constitute a nuisance to other owners, or have been allowed to overgraze all of the pasturage on the homesite, the Environmental Committee is granted the authority to restrict such use in such manner as it deems appropriate. Uncontrolled or constant barking dogs is hereby deemed to constitute a nuisance. All animals shall be kept enclosed in corrals or other fencing and shall be fenced out of any area within the Goose Creek Scenic Easement or the wellfield protection area.

7. **No Further Divisions**: No lot reflected on Exhibit "B" shall be further divided into smaller tracts or lots.

8. **Service Yards and Trash**: Clotheslines, service equipment, boats, motor homes, trailers, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. Rubbish, garbage and other waste shall be kept and disposed of in a sanitary manner. No single-family lot or easement shall be used or maintained as a dumping ground for rubbish. All containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate. Burning of trash will not be permitted unless in a receptacle equipped with a spark arrester.

9. **Fences**: All fences shall be maintained in a sightly condition by the owner thereof. Lot owners who construct fences on shared lot lines shall be entitled to contribution from the adjoining lot owner at such time as lot owner connects to said fence or uses said fence to enclose any part of his property. Fences shall not be erected within the Goose Creek Common Area. Unlocked gates shall be constructed across all irrigation ditches to allow for access for operation and maintenance of irrigation ditches and devices in order to accommodate farming activities. Permanent fences shall not be erected on the boundary lines between irrigated lots on the irrigated acreage portion of lots.
10. **Underground Utility Lines.** Underground utilities may be required in all areas of the development. The Environmental Committee shall have the right to require the Owner to construct underground utility lines under appropriate circumstances in order to conform to the environmental and aesthetic surroundings.

11. **Drainage, Dams, Ditches and Terraces.** No Property Owner shall in any manner obstruct, or allow to be obstructed any drainage easement as shown on the official Plat. No lot owner shall alter or destroy dams. Ditches or terraces may be altered only to the extent that erosion control is not jeopardized.

12. **Confinement of Household Pets.** Any and all household pets, and in particular dogs, shall be confined to the owners lot by whatever means necessary. Any violation of this covenant may entitle the Association to pick up and confine the offending pet at the lot owners expense, together with a $30.00 fine per occasion. Payment must be made prior to returning the pet, and collection of payment may proceed in a court of competent jurisdiction. Any pet not redeemed by its owner within twenty-fours shall be taken to Metro Animal Control.

13. **Noxious Weed Control.** Any lot which the County Weed & Pest or NRCS determines has noxious weeds will abide by an approved plan to control those weeds. In the event said plan is not implemented within thirty days, then the Association may implement said plan, invoicing the lot owner of all costs, which, if necessary, may be collected in a court of competent jurisdiction.

14. **Wood Stoves/Fireplaces.** All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

15. **Noxious or Offensive Activities.** No noxious or offensive activity shall be permitted on any lot. No light shall be emitted from any lot which is unreasonable bright or causes unreasonable glare for any adjacent lot owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the lot lines of any lot.

16. **Damaged or Destroyed Structures.** In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the property.

17. **Maintenance.** Each lot and all improvements from time to time located thereon shall be maintained by the owner thereof in good condition and repair, and in such manner as to create a fire hazard, all at lot owner’s sole cost and expense.

18. **Slopes and Terraces.** All slopes or terraces on any lot shall be maintained so as to prevent any erosion therefrom on common streets or adjoining lots or common areas.
19. **Interchangeability of Entities.** As used herein, the term Goose Creek Homeowners Association and Environmental Committee are used interchangeably and either entity would have the authority to act as provided in the preceding paragraphs concerning the restrictive covenants affecting Goose Creek Homeowners Association.

**ARTICLE IX**

**RESTRICTIONS ON RESIDENTIAL TRACTS**

1. **Number and Location of Buildings:** No buildings or structures shall be placed, erected, altered or permitted to remain on any single-family residential lot other than:

   (a) one detached single-family dwelling;
   (b) a guest house;
   (c) an attached or detached garage; and
   (d) a service-type barn, stable or shed.

No dwelling shall be placed, erected, altered or permitted to remain on any lot or location except as permitted by the Committee.

2. **Minimum Setback Requirements:** Each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure of twenty-five (25) feet. In addition, each building on a lot shall have a minimum setback from Goose Creek Scenic Basement of one hundred (100) feet and from irrigation canals of fifty (50) feet, measured from the normal high water mark of the creek to the nearest wall of the structure. The requirements set forth herein may be changed for good cause shown by the Environmental Committee.

3. **Square Footage:** The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports or garages, shall not be less than 1,500 square feet for a one-story dwelling and 1,000 square feet for the main floor of any two-story or 1,250 square feet for the main floor of any split-level dwelling.

4. **Towers and Antennas:** No towers or radios or television antennas higher than three (3) feet above the highest roof line of the dwelling house shall be erected on any residential tract, and all such towers and antennas must be attached to the dwelling.

5. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover. Irrigated areas may be cropped or planted to pasture.

6. **Clotheslines and Exterior Tanks:** No property owner shall place upon his premises clotheslines, swimming pool filter tanks, fuel oil tanks or similar tanks, unless enclosed or otherwise...
appropriate screened so that they will not be visible from the street or from adjoining single-family lots will be permitted. Protective enclosures to screen the above must be approved by the Environmental Committee as a part of the plans for the improvements to be located on the property.

7. **Used or Temporary Structures:** No temporary house, mobile home, basement or trailer, or other structure of a non-permanent nature shall be allowed on any lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences. Only new construction will be allowed; no used buildings and no metal buildings that do not (through their appearance) enhance the environmental surroundings will be allowed.

8. **Off-Street Parking:** Each dwelling shall be constructed with adequate off-street parking area for at least two automobiles per residential unit. No parking shall be allowed within the boundaries of any road right-of-way. Trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads.

9. **Sanitary Systems:** No sewerage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all proper county and state health agencies. Further, no portion of a sanitary sewer shall be located within 100 feet of the wellfield protection areas.

10. **Land Uses:** No improvements not any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

## ARTICLE X

### EASEMENTS

1. **Utility Easements:** Seven Cross Ranches, LLC hereby reserves to itself, its successors and assigns, permanent easements within the Property boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways and pathways and such additional locations as shown on Exhibit “A”, for the purpose of maintaining and operating power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits, together with a twenty (20) foot construction easement on either side of said lines, for the purpose of constructing, replacing, enlarging and repairing power, telephone, water, irrigation, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Property, and any of Seven Cross Ranches, LLC’s adjoining lands.

2. **Rights-of-Way:** Seven Cross Ranches, LLC hereby reserves to itself, its successors and assigns, perpetual easements across the Property, along all roads shown in Exhibit “B” for the purposes of access and construction, maintenance and operation of utility services and roadways.
3. **Dedicated Roads and Maintenance**: By filing these covenants, Seven Cross Ranches, LLC, does hereby dedicate to the lot owners and the Association those areas shown as roadways on Exhibit "A". The Association does hereby assume all responsibilities and obligations of maintenance and improvements of said roads, together with the costs of maintaining any shared access roads to the Property.

4. **Water System Easement**: Seven Cross Ranches, LLC reserves unto itself, its successors and assigns and the Association, the right of access to drill for water and a permanent easement to locate a water well or water collection system, lay a distribution line therefrom, and to operate and maintain said system on any part of the utility or road easements, subject to the following conditions:

   a. The location of any such well and/or any surface installation or water collection system shall not be closer than 100 feet to any building.

   b. All work done in developing the water well or water collection system and distribution lines shall be done in such a manner as will cause the least amount of disturbance to Owner's use of his lot. Upon completion, Seven Cross Ranches, LLC or the Association shall move promptly to reclaim the surface and shall compensate the Owner for any other damage done to his property.

5. **Goose Creek Scenic Easement**: By filing these covenants, Seven Cross does hereby dedicate to the lot owners and the association a scenic easement along Goose Creek as shown on Exhibit "A". No development other than water wells and non motorized pathways shall be permitted within the boundaries of the scenic easement. Livestock shall be fenced out of the scenic easement. The scenic easement area shall be preserved and maintained in a natural state as much as reasonably possible. The existing meander line of the creek shall likewise be preserved and maintained in its present location.

6. **Irrigation System and Maintenance**: By filing these Covenants, Seven Cross does hereby dedicate to the lot owners and the association all ditches, head gates and other irrigation devices used or necessary in connection with the water rights appurtenant to the Property as of the date of recording these covenants, together with easements for the purpose of access to, maintenance, repair and improvement of said devices.
ARTICLE XI
GENERAL PROVISIONS

1. **Severability:** Should any part or parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

2. **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Property, and each owner of property therein, his successors, representatives and assigns. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date hereof, and shall remain in force and effect thereafter for a successive ten (10) year period unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-five (25) year period or at the end of any succeeding ten (10) year period.

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the land included within the boundaries of the Property, as the same may then be shown by the plat on file in the office of the Clerk and Recorder of Natrona County, Wyoming. Any such amendment shall be ineffective until it shall have been placed of record in the office of the County Clerk, Natrona County, Wyoming.

4. **Enforcement:** The Environmental Committee shall have the right to prosecute an action enforcing the provisions of any of these covenants by injunctive relief, on behalf of itself and all or part of the Seven Cross Ranches, LLC Owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, incurred in enforcing these covenants.

ARTICLE XII
ADDITIONAL PROPERTIES WHICH MAY BECOME SUBJECT TO THIS DECLARATION

1. **Additions to the Property.** Additions may be added to the Property in any of the following ways:

   a. The Declarant shall have the right, but shall be under no obligation except as hereinafter provided, to bring within the scheme of this Declaration, and made subject to the provisions hereof, additional properties. Such properties may contain General Common

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Properties, or additions thereto, which shall be owned by Goose Creek Homeowners Association.

b. The additions (or changes in the scheme of the Property, as the case may be) authorized under this subsection shall be made by filing of record supplementary declarations with respect to the additional properties, or with respect to the Property, as the case may be, which shall extend the coverage of the covenants and subject such additions to assessment for their just share of Goose Creek Homeowners Association expenses.

c. Notwithstanding anything contained herein or in any supplemental declarations to the contrary, Owners of the fee simple title to any lot or any additional properties hereinafter added to this Declaration as aforesaid, shall be subject to assessment for their just share of Goose Creek Homeowners Association expenses. Furthermore, all additional properties added to and brought within the scheme of this Declaration will include their fair share of General Common Properties and facilities, and be at least of similar quality and character to those established within the Property, and all residents of all property covered hereby as hereinafter provided, and subject to the limitations hereinafter provided, shall have the right to use and enjoy same.

2. Pursuant to Merger. Any successor in interest to Goose Creek Homeowners Association may administer the covenants and restrictions established by this Declaration within the Property, together with the covenants and restrictions under any other real properties, as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by change or addition to the covenants and restrictions established by this Declaration within the Property except as hereinafter provided.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this __ day of October, 1998.

SEVEN CROSS RANCHES, LLC

By: ____________________________
     Managing Member

STATE OF WYOMING  )
     ) s.s.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Jon C. Maglausan,
Manager of Seven Cross Ranches, LLC, this __ day of October, 1998.

October 2, 1998
Witness my hand and official seal.

[SEAL]

[Signature]

Notary Public

October 2, 1993