NOTES:
1. NO PROPOSED PUBLIC SEWER OR SEWAGE DISPOSAL SYSTEM.
2. NO PROPOSED DOMESTIC WATER SOURCE.

Survey & plat by
WORTHINGTON, LEHMAN and CARPENTER, INC.
401 Prodigy Townes, Corpus Christi, TX 78410 (361) 255-0295
GRI No. 1022 Date: May 21, 1987 Original Size: 24X36
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF RIVER RUN

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NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED 5L

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION is
made as of this 5 day of October, 1998, by Linda Michele Ferguson, Dick O'Quinn
and Ferguson & Associates, Inc., a Wyoming corporation (hereinafter referred to as "Declarants").

WHEREAS, Declarants are the record owners of certain real property located in Natrona
County, Wyoming (the "Property") described more particularly in the Plat attached hereto as Exhibit
"A", and desire 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, 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 Declarants have 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 Declarants have
collected under the laws of the State of Wyoming as a not-for-profit corporation,
the River Run Homeowners Association, for the purpose of exercising the aforementioned functions
with respect to the Property, as designated by Declarants 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 Declarants 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,
utilities easements, entrance areas and signs, and the like; which areas and facilities shall be referred
to herein as "Common Area"; and

NOW, THEREFORE, the Declarants declare that the Property, and such additions thereto
as may hereafter be made pursuant to Article XI 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:

October 5, 1998

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[Signature]
ARTICLE I
DEFINITIONS

1. Lots: Each of the parcels of the Property, numbered 1A, 1B, 2A, 2B, 3A, 3B and 4, 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 Sweetwater 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.


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 as shown by the boundaries set forth in Exhibit "A". The common areas shown on Exhibit "A" to be owned by the Association shall be conveyed by Declarants 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 the Board of the River Run 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. Easements for streets, roads and thoroughfares as shown on the plat attached hereto as Exhibit "A", or described in Article IX, 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 and for location of a gateway to the area.

   b. Such park lands and scenic easements as may be dedicated by Declarants, by these covenants or hereafter granted by Declarants to the Association.

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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.

8. **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.

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

**ARTICLE II**

**RIVER RUN HOMEOWNERS' ASSOCIATION**

1. **Formation:** The Homeowners' Association shall be incorporated as a Wyoming non-profit corporation by Declarants as soon after filing these covenants as practical.

2. **Membership in River Run Homeowners' Association:** All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as common areas), by whatever means acquired, shall automatically become members of the Association.

3. **Authority of the Board:** The Board shall have full power and authority to manage the business and affairs of the Association, and in connection therewith, to adopt bylaws to govern the Association and its activities.

**ARTICLE III**

**PROPERTY RIGHTS**

1. **Owners' Easements of Enjoyment:** Every owner shall have the right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

   a. The right of the Association to charge reasonable fees for the use and maintenance of the Common Area, or any part thereof;

   b. The right of the Association to suspend voting rights of any Owner for any period during which any assessment against the Owner's lot is due but unpaid.
c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and upon such conditions as agreed to by the members of the Association including assessment districts formed by the property owners; provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds (2/3) of the lot owners who cast votes in person or in proxy at a meeting duly called for such purposes.

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. **Membership.** 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 shall have one vote 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 a 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:** Declarants, for each lot owned by them within the Properties, hereby covenant, 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.
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 Subdivision plat) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Properties for the improvement and maintenance of the Common Area.

3. Special Assessments for Other Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the lot owners who cast votes in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for Any Action Authorized Under Article III, Section 1(e) and Article IV, Sections 1(b), 3 and 4 and Article VII, Section 7: Written notice of any meeting called for the purpose of taking any action authorized under Article III, Section 1(e), and Article IV, Section 1(b), 3 and 4, or Article VII, Section 7, shall be sent to all members not less than 15 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership on that assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

5. Annual Budget: The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the annual assessment based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed on a per lot basis.
7. 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.

8. 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.

ARTICLE VI
ENVIRONMENTAL COMMITTEE

1. Environmental Committees: The Environmental Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is constituted by Declarants 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

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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. In the event the Environmental Committee determines a need to enlist the services of an Architect or Engineer, applicant shall arrange those services or shall reimburse the Environmental Committee for the costs of same.

The Environmental Committee shall review the plans and specifications 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 the plans and specifications 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 land owner in River Run.

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 these covenants.

A copy of the proposed plans and related data may be retained by the Association for its records.

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 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 insofar as possible.

6. Modular Homes and Mobile Homes: Manufactured homes, modular homes and mobile homes are not permitted.
7. **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 Health Department and/or other regulatory agency. No outdoor toilets shall be permitted, except for a reasonable period during construction. Each lot owner is responsible for the necessary permits.

8. **Preliminary Approvals:** 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.

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

10. **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.

11. **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**

**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 River Run shall be used for residential purposes exclusively. No guest house or out building may be rented or leased, except as part of the entire
3. Preservation of River Areas. The areas along the North Platte River shall be maintained as near as possible in their present state unless otherwise approved by the Environmental Committee. No structures or fences may be erected on said lands, within 100 feet of the normal high water line of the Platte River.

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, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any lot in the area. No hunting with firearms shall be permitted.

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. However, a sign indicating the entrance to the River Run Development may be erected and maintained by the Association, and shall be located on either or both sides of River Run Road.

6. Animals and Livestock: No large livestock, i.e., horses, cows, sheep, pigs, llamas, etc., shall be permissible on Lots 1B, 4, 2B, 3B, and that portion of 3A east of Robertson Road. Otherwise, it shall be permissible for the owner of a homestead, in addition to household pets and small livestock (e.g., ducks, rabbits), to own and maintain on the lot one horse, one cow, one llama, 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 other animals, livestock or pets shall be deemed a permissible use. In the event the Environmental Committee should determine that animals maintained on a homestead, even though permissible within this provision, have become or constitute a nuisance to other owners in the Subdivision, or have been allowed to overgraze the permitted pasturage on the homestead, 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.

7. No Divisions. No lot reflected on Exhibit "A" shall be divided into smaller tracts or lots unless said portion of the property has been annexed to the City of Casper and a resolution approving
said division has been adopted by two-thirds (2/3) of the lot owners who cast votes in person or by proxy at a meeting duly called for such purposes.

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: A fence plan, including specifications for materials proposed to be used, shall be submitted to the Environmental Committee for approval before construction. Generally, lot line fencing should be aesthetically pleasing and wildlife friendly. Varmint proof fencing of limited areas for garden ad landscaping is permissible. 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 the adjoining lot owner connects to said fence or uses said fence to enclose any part of his property. Fences shall not be erected within the non-build areas described in Article VII.

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 if shown on the official subdivision 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-four hours 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 unreasonably 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 not 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 River Run 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 River Run Homeowners Association.

ARTICLE VIII
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. **Non-Build Areas and Minimum Setback Requirements**:

   a. All structures, including residences, garages, barns, stables, sheds, fencing, etc., shall be located entirely within the following building areas:

      i. For Lots 4, 2B, 3B and 3A, the build areas shall be at least 100 feet from the normal high water mark of the North Platte River and within 500 feet of the North Platte River's normal high water mark.

      ii. For Lot 1B the build area shall be at least 100 feet from the North Platte River's normal high water mark and shall be further restricted as set forth in deed restrictions at the time of conveyance of Lot 1B by Declarant.

      iii. The build area for Tracts 1A and 2A shall include any part of the lot which is at least 100 feet from the lot lines.

      iv. All other parts of said lots shall be deemed non-build areas.

   b. In addition to the restrictions on the building area, each building on a lot shall have minimum setback distances measured from the lot lines to the nearest wall of such structure of fifty (50) feet.

3. **Square Footage**: The ground floor (1st floor) finished area of the single-family dwelling, exclusive of porches, carports or garages, shall not be less than 2,500 square feet for a one-story dwelling and 2,000 square feet for the main floor of any two-story dwelling or 2,000 square feet for the main floor of any tri-level or greater dwelling, further provided that any multi-story dwelling shall have a total finished area of at least 3,000 square feet.

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 reclaimed and planted with suitable ground cover or other appropriate vegetation. Lot owners are encouraged to tastefully landscape and plant trees and shrubbery throughout the build areas of their lots. Landscaping is also permitted in the non-build areas.

6. **Kennels, 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 appropriately screened, using plantings and landscaping, so that they will not be visible
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. **Location of Driveways:** Lots 3A, 3B, 2B and 4, shall locate their driveways as follows: Lots 3A and 3B shall locate their driveways along their common boundary from River Run Drive to the beginning of the build area. Lots 2B and 4 shall locate their driveways along their common boundary from River Run Drive to the beginning of the build area. Lot 1A shall locate its driveway in accordance with deed restrictions imposed by Declarant. All driveways shall be located adjacent to the property line. The Homeowners whose driveways are adjacent to the mutual property lines may, if agreeable, arrange to build and maintain a joint driveway.

9. **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.

10. **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.

11. **Land Uses:** No improvements nor any noxious activity shall be permitted on any residential lot which is or might become a nuisance to adjoining residential tracts.

**ARTICLE IX
EASEMENTS**

1. **Utility Easements.** Declarants hereby reserve to themselves, their 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, 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, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits, for the benefit of the Property, and any of Declarants' adjoining lands. This right is a perpetual right and shall not be modified by any future covenant changes; the location of the utility easements may be modified by the Board of Directors of the Association, with the approval of the utilities serving the area.

In addition to the utility easements granted above, an additional easement is hereby dedicated to Pacific Power & Light Co. for a power line across Lot 3A, as more specifically shown in Exhibit "B" attached hereto.

2. Gateway Easement. Declarants do hereby reserve to themselves, their successors and assigns, a perpetual easement across Lots 2A and 3A adjacent to Robertson Road for a gateway and signage for River Run. The easement shall be twenty feet wide by eighty feet long, running parallel and adjacent to the east side of Robertson Road in the road right-of-way area, and shall extend fifteen feet on either side of the 50 foot wide roadway easement which enters the development from Robertson Road.

3. Rights-of-Way: Declarants hereby reserve to themselves, their successors and assigns, perpetual easements across the land in the Property, along all roads shown in Exhibit "B" for the purpose of access and constructing, maintaining and operating the utility easements and roads. There shall be no access roads installed or constructed into any of the lots unless and until there shall have first been installed a culvert having a diameter of no less than twelve (12) inches to provide continuous drainage flow in the borrow pit adjacent to the main roads. Larger culverts may be required by the Environmental Committee when necessary for proper drainage.

4. Dedicated Roads and Maintenance: By filing these covenants, Declarants, do hereby dedicate easements to the lot owners and the Association for those areas shown as roadways on Exhibit "A", subject to the restrictions and rights set forth thereon. 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.

ARTICLE X
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 River Run, October 5, 1998

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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 (20) 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 those covenants by injunctive relief, on behalf of itself and all or part of the River Run 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 XI**

**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 Declarants 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 Properties, or additions thereto, which shall be owned by River Run 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 River Run 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 River Run 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 River Run 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 Declarants herein has hereunto set its hand and seal this 5th day of October, 1998.

FERGUSON & ASSOCIATES, INC.

By: ________________
Gary L. Ferguson, President

[Signatures]

Dick O’Quinn

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Gary L. Ferguson, President of Ferguson & Associates, Inc. this 5th day of October, 1998.
Witness my hand and official seal.

[SEAL]

VICKIE L. KINGCOID - NOTARY PUBLIC
COUNTY OF NACRona
MY COMMISSION EXPIRES OCT 24, 1999

STATE OF WYOMING )
COUNTY OF NATRONA ) S.S.

The foregoing instrument was acknowledged before me by Linda Michelle Ferguson, this 
5th day of October, 1998.

Witness my hand and official seal.

[SEAL]

VICKIE L. KINGCOID - NOTARY PUBLIC
COUNTY OF NACRona
MY COMMISSION EXPIRES OCT 24, 1999

STATE OF WYOMING )
COUNTY OF NATRONA ) S.S.

The foregoing instrument was acknowledged before me by Dick O’Quinn, this 5th day 

Witness my hand and official seal.

[SEAL]

VICKIE L. KINGCOID - NOTARY PUBLIC
COUNTY OF NACRona
MY COMMISSION EXPIRES OCT 24, 1999

October 5, 1998
NOTES:

1. NO PROPOSED PUBLIC SEWER OR SEWAGE DISPOSAL SYSTEM.

2. NO PROPOSED DOMESTIC WATER SOURCE.