DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
RIVERFIELD #1

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, George William Snodgrass and Phyllis J. Snodgrass,
husband and wife, are the owners of all that certain real property
situate in Natrona County, State of Wyoming, known and described
as RIVERFIELD #1, a Subdivision of Natrona County, Wyoming, compris-
ing of portions of the SW1/4 SW1/4 and NE1/4 SW1/4, Section 3, Township 32
North, Range 81 West, of the 6th Principal Meridian, Natrona County,
Wyoming, and more particularly described on Exhibit "A" attached
hereto, hereinafter referred to as the "Subdivision", and as shown
on the plat and dedication thereof duly recorded in the office of
the County Clerk of Natrona County, State of Wyoming, in Book ___
of Maps at Page ___, and

WHEREAS, in order to insure the use and development of said
property for exclusive rural residential purposes only, to prevent
the impairment of the attractiveness of said property for such pur-
poses, and to maintain property values therein, the undersigned
desire hereby to make and impose upon said real property the re-
strictions and limitations hereafter set forth.

NOW, THEREFORE, for and in consideration of the premises, the
above named owners, hereinafter referred to as "developers", do here-
by and by these presents make, publish, declare and impose upon all
of the real property situate and included within the Subdivision
the following restrictions and limitations governing the use and
development of all lots within the Subdivision, and do hereby
specify and declare said restrictions and limitations shall be and
constitute covenants running with all of the land in the Subdivision,
shall be effective upon the sale of the first lot in the Subdivision
and shall be binding upon the undersigned and all persons claiming
under it from and after the first lot sale, and shall be for the
benefit of, as well as limiting and restricting, all future owners
of lots within the Subdivision, to wit:
ARTICLE I
Definitions

1. Rural Residential Lots: All of the subdivision lots designated on the recorded plat of the Subdivision by lot number shall be single family residential tracts, excluding Lot 11.

2. Riverfield: The word "Riverfield" as used in the covenants shall mean all the lands included within this Subdivision. Any lands added to Riverfield No. 1 by Developers 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 Subdivision for purposes of the application of this Declaration.

3. Association: Association shall mean and refer to Riverfield Owners' Association, Inc., a non-profit Wyoming Corporation, its successors and assigns.

4. Owner: 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 part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

5. Properties: Properties shall mean and refer to that certain real property in the Subdivision hereinafore described, and such additions thereto as may hereafter be included within the jurisdiction of the Association.

6. Common Area: All property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot and which shall be conveyed by Developers to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

(a) The roads designated on the Subdivision plat as Laura Drive and Charlotte Drive, shall be for the purpose of maintaining, improving and providing access to the lots.

(b) Lot 11 designated on the Subdivision plat as "Riverfield Park", shall be for the purpose of providing
access to the North Platte River and for development and maintenance of facilities thereon for the benefit of the owners.

7. Developers: The Developers shall include George William Snodgrass and Phyllis J. Snodgrass, husband and wife, their successors or assigns if such successors or assigns should acquire more than one undeveloped lot from Declarant for the purpose of development.

8. Public Roads: Public roads shall include the Rasmus Lee County Road and the Speas County Road.

ARTICLE II

Riverfield Owners Association

1. Membership in Riverfield Owners Association, Inc.: All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands designated public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming, and as the same may be duly amended from time to time.

ARTICLE III

Property Rights

1. Owners' Easements of Enjoyment: Every Owner shall have a 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, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period not to exceed sixty (60) days and for any infraction of the published rules and regulations of the Association.

(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, provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2. **Delegation of Use:** Any Owner may delegate, in accordance with the By-Laws, his right of 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 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. The Association shall have two classes of voting membership:

   - **Class A.** Class A members shall be all Owners with the exception of developers and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the owners of the lot determined.

   - **Class B.** The Class B member shall be developers and developers shall be entitled to two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each lot owned) on the happening of either of the following events, whichever occurs earlier:

     (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

     (b) on the 1st day of January, 1993.

In the event of an annexation of lands in accordance with Article XI, Paragraph 5(a), the lots shall be entitled to Class B membership subject to conversion in accordance with subparagraphs (a) and (b) above.

## ARTICLE V

### Covenant for Maintenance Assessments

1. **Creation of the Lion and Personal Obligation of Assessments:** Developers, for each lot owned by it with-
in 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 ex-
pressed in such deed or contract, is and shall be deemed to cov-
enant and agree to pay to the Association:

1. Annual assessments or charges, and

2. Special assessments for capital improvements, such
   assessments to be established and collected as hereinafter pro-
   vided. The annual and special assessments, together with interest,
   costs and reasonable attorney's 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 ex-
pressly assumed by them though the lien shall, in any event, con-
tinue as a charge against the lot despite a transfer of title.

There shall be no assessments against the common area.

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
and for the improvement and maintenance of the Common Area.

3. Maximum Annual Assessment: Until January 1 of the year
immediately following the date of the conveyance of the first
lot to an owner, the maximum annual assessment shall be Three
Hundred Sixty Dollars ($360.00) per lot.

(a) From and after January 1 of the year
immediately following the conveyance of
the first lot to an Owner, the maximum
annual assessment may be increased each
year not more than 6% above the maximum
assessment for the previous year without
a vote of the membership.

(b) From and after January 1 of the year im-
mediately following the conveyance of the
first lot to an Owner, the maximum annual
assessment may be increased above 6% by
a vote of two-thirds (2/3) of each class
of members who cast votes in person or by
proxy, at a meeting duly called for this
purpose.
4. Special Assessments for 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 votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Sections 1, 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Sections 1, 3 or 4 above, shall be sent to all members not less than 30 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 each class of the membership 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 (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meeting originally called for such purpose.

6. 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 such irrigation and drainage systems as may be administered by the Association shall be prorated among the lots in accordance with a schedule prepared by the Board of Directors, it being recognized that the lots will not benefit equally from the
irrigation system. It is further provided that the assessment for all lots owned by Developers upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots, except that such lots shall be chargeable with the full amount of the pro rata irrigation and drainage assessment as provided above.

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 thirty (30) 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 8 percent 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.
9. 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 presently constituted and shall be constituted from time to time in the future or a separate Committee composed of three (3) or more members named by such Board of Directors. Said 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, tanks, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, parking area, curbs, and walks, 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. If the Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions. In the event the Committee shall disapprove the plans, the person or association submitting such plans may appeal to the next annual or special Association membership meeting. At such meeting, a vote of two-thirds (2/3) of each class of members casting votes in person or proxy shall be required to overturn the decision of the Environmental Committee.
3. **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.

4. **General Requirements:** The Committee shall exercise its best judgment with respect to all construction, landscape improvement and alterations within the Subdivision 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. Tarps, covered structures and unpainted or galvanized iron sidewalks on structures shall not be permitted. The Committee shall protect the seclusion of each home location from other sites insofar as possible.

5. **Preliminary Approvals:** Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Subdivision must own land in Riverfield; provided, that persons who contemplate the purchase of land 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. 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.

6. **Plans:** The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by these covenants.

7. **Committee Not Liable:** The Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Subdivision 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 property in the Subdivision, or any person or association submitting plans to the

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Committee for approval, by so doing does agree and covenant that he or it will not bring any action or suit to recover damages against the Committee, its members as individuals, advisors, employees, agents, or developer.

8. Written Records: The Committee shall keep for at least three (3) 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
And Conditions On All Lots And Tracts

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

2. Uses: Each lot within the Subdivision shall be utilized for one single family residential site only.

3. Prohibited Activities: Except that the dwelling on any lot in the area may be leased by the owner or owners thereof for rental income purposes, no 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 be conducted, 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.

4. Signs: One "For Rent" or "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 on any tract or lot.
5. Animals and Livestock: It shall be permissible for the owners of a lot, in addition to household pets, to own and maintain three horses, or three cows, or a combination of such animals not to exceed three. For purposes of this restriction five sheep shall be considered equivalent to one horse or cow. Except as herein specified no other animals, livestock or pets shall be deemed permissible. If a lot owner desires to own and maintain more than three horses or cows or the equivalent number of sheep, permission may be granted only by action of the Environmental Committee and approval in writing by owners of all contiguous lots. Proper shelter shall be provided for such animals, which shelter and pens shall provide aesthetic harmony with the dwelling, and shall be kept repaired and painted at all times. Whereas animals allowed to roam and graze for extended period of time may result in overgrazing and trampling and damage to vegetative cover, erosion and unsightly conditions, therefore any such livestock shall be confined to pens or corrals, with the exception that they may be allowed to roam and graze only to the extent that overgrazing and damage to vegetative cover do not occur.

In the event the Board of Directors should determine that animals maintained on a lot, even though permissible within this provision, become or constitute a nuisance to other owners in the Subdivision or others in surrounding areas, the Board is granted the authority to restrict such use in such manner as it deems appropriate. In the event a controversy should arise regarding the keeping of pets and animals in the Subdivision, and the cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer.

6. No Resubdivision: No lot reflected on the recorded plat shall be resubdivided, excepting such lots as the undersigned developers divide, prior to or by virtue of the initial conveyances from the developers. No lot thereafter shall be resubdivided into smaller tracts or lots nor conveyed or encumbered unless the entire lot is so conveyed and encumbered; however, conveyances or dedications of easements for utilities or private lanes or roads may be made.
7. Combining Tracts: If two or more contiguous residential tracts are owned by the same owner or owners, they may be combined into one or more larger residential tracts by means of a written document executed, acknowledged and approved by the Owner and the Environmental Committee, and recorded in the real property records of Natrona County, Wyoming. Thereafter, the new and larger lots or tracts shall each be considered as one lot for the purpose of these covenants.

8. Service Yards and Trash: Clothes lines, service equipment, trash, woodpiles, or storage areas shall be screened by planting or fencing to conceal them from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all lots and tracts and shall not be allowed to accumulate.

9. Underground Utility Lines: All water, gas, secondary electrical lines, and telephone lines within the limits of the Subdivision shall be underground except such necessary above ground facilities as may be incident thereto. Utilities shall, where possible, be installed within road right-of-way or easements as indicated.

10. Fences: All fences on road frontage along the Speas County Road shall be of rail or other suitable open wood construction and approved by the Environmental Committee. The remaining side and back fences may be woven wire or barbed wire combination, or a minimum of five (5) strands of barbed wire; and posts for all fences shall be spaced no more than a maximum of one (1) rod apart; however, fences constructed along the boundaries of the Subdivision on any lots so situated shall not exceed the cost of a legal fence as determined by the laws of the State of Wyoming, except by written agreement between the parties thereto. The owners or lessees of such lands along the boundaries and outside the subdivision shall not be required to pay more than one-half the cost of such legal fence, except by written agreement between the parties thereto.

Where fences cross easements, the Board of Directors shall have the authority to require lot owner(s) to provide gates or suitable openings in fences adequate to facilitate ingress and egress for the installation and maintenance of utility and other
11. Limitations on Accumulation of Solid Wastes, Weeds, Junk: Owners of lots shall not permit the accumulation of solid wastes, rubbish, junk, motor vehicles of any kind, appliances or other materials tending to detract from the aesthetic harmony.

All garbage containers shall be completely enclosed and covered at all times. No containers, or incinerators shall be constructed or used for burning of any garbage or rubbish without approval of the Environmental Committee of the construction and use thereof. Open burning of garbage, rubbish or trash of any kind will not be permitted. All solid waste shall be disposed of in accordance with the Natrona County Health Department.

12. Irrigation: Irrigation water for lots with irrigable acreage shall be pumped from the North Platte River under permit(s) providing for such irrigation water. The Riverfield Owners Association, Inc. shall co-ordinate the usage by owners of the irrigation water, and may, upon approval of the majority of owners, be authorized to obtain and install such pumps, controls, appurtenances and pipelines to deliver irrigation water to the lots. The costs shall be pro-rated by the Board of Directors for each lot according to the provisions set forth in Article V. Whereas sprinkler irrigation is more efficient in utilizing limited quantities of water, and soils respond favorably to sprinkler irrigation, and flood irrigation may create drainage problems, therefore, the Environmental Committee shall have the authority to disallow flood irrigation, and require that all irrigation within the Subdivision be accomplished with properly designed sprinkler irrigation equipment.

13. Drainage and Water Courses: No grading or contouring will be permitted which will stop, dam up or otherwise direct or interfere with the drainage of surface waters. Irrigation water runoff from one lot onto another will not be permitted. Surface water shall be diverted as necessary by grading and contouring to direct such flows as may occur along natural waterways and drainage courses and along roadway borrow pits. Culverts are to be provided where necessary for such water runoff under access.
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roads and driveways, with such culverts to meet or exceed the
specifications of the Natrona County Engineer.

14. Common Area:

(a) The roads in the Subdivision designated
"Laura Drive" and "Charlotte Drive" shall
be for the use and enjoyment of those owners
whose lots are adjacent to and access is
provided by those roads. No public main-
tenance of those roads is proposed, and
maintenance of those roads shall be the
responsibility of those owners whose lots
they serve.

(b) The area designated as "Riverfield Park",
consisting of Lot 11 lying East of the
Right of Way of the Speas Road shall be for
the common use and enjoyment of all the own-
ers of the lots in Riverfield. No residences
shall be built in this park. Improvements
such as picnic shelters, water well housing,
pumping stations, outdoor recreational
facilities, trees and shrubbery may be
added to the park but only upon approval
of the Environmental Committee as subject
to specific authority granted that Committee
by the Owners Association for park develop-
ment. Any such development requiring
assessment shall be subject to Article V
and other articles and sections of this
Declaration as shall apply.

ARTICLE VIII

Restrictions and Conditions on Residential Tracts

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

(1) one detached single-family dwelling;

(2) an attached or detached garage or building;

(3) a service type barn stable or shed;

(4) a greenhouse on approval of the Environmental Committee.

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

2. Mobile Homes, Modular or Component Houses: Mobile homes,
shall not be accepted as dwellings within the Subdivision. Modular
or component houses shall be acceptable only with the expressed
written approval of the Environmental Committee, provided that:

(a) The square footage requirements of Paragraph
4 below are met.

(b) Structures are placed on a solid and slightly
concrete or concrete block foundation.

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The Environmental Committee shall specifically have the authority to disapprove any and all plans for modular or component houses.

3. 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, as follows:

(a) Dwelling and garage or storage building, front and side setbacks, fifty (50) feet; rear setback, fifty (50) feet.

(b) Barn, stable or shed for animals, all setbacks, sixty (60) feet. Pens and corrals for the confinement of animals on a lot shall have a minimum setback distance measured from the lot lines to the nearest structure of sixty (60) feet, except if a lot owner desires to utilize side or rear lot lines for pens or corrals, permission may be granted only by action of the Environmental Committee and approval in writing by owners of contiguous lots. Pens and structures for animal housing and storage shall be located in the rear yard behind the dwellings.

4. Square Footage: The ground floor (1st floor) area of the single family dwelling, exclusive of porches, carports or garages, shall not be less than 1,200 square feet for a one-story dwelling. Where a single family dwelling contains more than one level (including split level or tri-level) the first two (split) levels shall equal no less than 1,400 square feet of floor area.

5. Towers and Antennas: No towers or radio or television antennas higher than six 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.

6. Landscape Development: All areas disturbed by construction shall be returned to natural conditions and replanted to suitable ground cover. Irrigated areas may be cropped, provided adequate measures are taken by the owner to minimize erosion and wind damage, or may be planted to forage crops or pasture. Minimum ground cover shall be maintained on all lots in the Subdivision.

7. Tanks: Elevated tanks shall not be erected or permitted upon any lot, except two motor fuel storage tanks per lot, each tank to have a capacity of no more than five hundred gallons. Such fuel tanks, and liquid petroleum fuel tanks are to be located in the rear of lots and at least thirty (30) feet distant from any other building.
8. **Used or Temporary Structures**: No temporary house, mobile home, basement, trailer, or other structure of a non permanent nature shall be allowed on any lot as a place of residence or habitation. No new dwelling shall be occupied in any manner prior to its completion. Construction of any new residential structure or outbuilding shall be completed in no more than one year from the date construction commences.

9. **Off-Road Parking**: Each dwelling shall be constructed with adequate off-road parking area for at least two automobiles per residence. No parking shall be allowed within the boundaries of any road rights of way. No trailers, campers, motor or mobile homes, boats, snowmobiles, snowmobile trailers or similar vehicles of any kind shall be allowed to be parked or stored on any lot except in the rear portion thereof. For purposes of this paragraph "rear portion" is defined as that portion of a lot which has as its front boundary a line parallel with the road fronting said lot and passing through the corner of the residence furthest therefrom or in the instance of a corner lot, bordered by two roads, it shall be that portion having as its front boundary lines parallel with each road and passing through the corners of the residence furthest therefrom.

10. **Sanitary Systems**: No sewerage disposal system shall be constructed, altered, or allowed to remain or used unless fully approved as to design, capacity, location and construction by the Natrona County Department of Health.

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.

12. **Domestic Water Systems**: Except upon the written permission of any company furnishing domestic water service to the Subdivision, it shall not be permissible to utilize the domestic water furnished to each lot for irrigating lawns or gardens. The use of such water shall be limited to domestic, household and livestock watering purposes.
ARTICLE IX
Easements

1. Utility Easements: Developers hereby reserve to themselves, their successors, and assigns, perpetual easements within the subdivision boundary, as designated on the recorded plat, and on and along all roadways, for the purpose of constructing, maintaining, operating, 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 Subdivision and for the extension of such facilities into and development of lands adjacent to the Subdivision owned by developers.

2. Irrigation and Drainage Easements and Rights of Way: Developers hereby reserve to themselves, their successors and assigns, perpetual easements across the land in the Subdivision, along all irrigation and drainage swales, ditches and pipelines and roads presently in existence, or hereinafter constructed for the purpose of constructing, maintaining, and operating the roads and ditches, and pipelines for proper irrigation and drainage of all meadow lands, or any lots or tracts in the Subdivision and all lands owned by developers adjacent thereto. Developers similarly reserve to themselves, their successors, and assigns, the right to irrigate and go on all such lands and easements at all reasonable times, for the purpose of preserving and maintaining the natural beauty. There shall be no construction of roads, bridges, driveways, paths or trails across ditches or drains unless there shall be first installed thereon a culvert or bridge having adequate diameter or clearance.

3. Easements for Private Roads or Lanes: Developers hereby reserve to themselves, their successors and assigns, perpetual easements across all roads and roadways in the Subdivision for ingress and egress to lands owned by Developers adjacent to the Subdivision.

4. Dedicated Roads and Maintenance: Developers, their successors and assigns, shall construct all roads, drives and lanes to be transferred to the Association as shown on the subdivision plat.
The Association shall, after such transfer, assume all responsibilities and obligations of maintenance and improvement of roads, drives and lanes until such time as the same may be transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

**ARTICLE X**

**ENFORCEMENT**

1. **Enforcement Actions:** The Environmental Committee shall have the right to prosecute any action enforcing the provisions of all covenants by injunctive relief, on behalf of itself and all or part of the Riverfield owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenant violation.

2. **Limitations on Actions:** In the event any construction, alteration or site landscape work is commenced upon any portion of the Subdivision in violation of these covenants and no action is commenced to restrain such violation within thirty (30) days after the violation is recognizable, then injunctive or equitable relief shall be denied, but action for damages shall still be available to any party aggrieved. Said thirty (30) day limitation shall not apply to injunctive or equitable relief against other violations of these covenants.

**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 Subdivision, and each owner of property therein, his successors, representatives and assigns and shall continue in force and effect until January 1, 1997, at which time they shall be automatically extended for five (5) successive terms of ten (10) years each.
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 eighty percent (80%) of the privately owned land included within the boundaries of Riverfield, 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: If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for the Association or any person or persons owning real property in the Subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate them, and to recover damages actual and punitive for such violations.

5. Annexation:

(a) Additional residential property and Common Area may be annexed to the Properties and thereby subjected to the jurisdiction of the Association with the consent of two-thirds (2/3) of each class of members. Any such annexation shall, however, be consummated by recorded Certificate of Annexation executed and acknowledged by the Association. In the event of annexation by Developers, a copy of the Certificate shall be furnished the Association prior to its recordation, and Developers shall deliver to the Association a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the scheme of the covenants and restrictions contained in this Declaration to such annexed property. Such Supplementary Declaration may contain complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties provided that the additions or modifications are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify, or add to the covenants established by this Declaration within the properties covered hereby, and such modifications covering the annexed properties shall in no event be less restrictive than those established by this Declaration, without a vote of two-thirds (2/3) of each class of member of the Association voting in person or proxy at a meeting called for that purpose.
Nothing herein contained, however, shall obligate Developers, or their successors and assigns to annex property as provided herein and such lands may, at Developers' option, be developed independent and free of the covenants and restrictions contained herein.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals this day of , 1977.

GEORGE WILLIAM SNOODGRASS and PHYLLIS J. SNOODGRASS, husband and wife,

George William Snodgrass
Phyllis J. Snodgrass

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by George William Snodgrass and Phyllis J. Snodgrass, husband and wife, this day of December, 1977.

Barbara C. Fisher
NOTARY PUBLIC
EXHIBIT "A"

Beginning at the Wk Corner of Section 3, Township 32 North, Range 81 West, thence N. 8°03' E. a distance of 1368.0' to the NW Corner of the SWNNE of Section 3, thence S. 89°50' E. a distance of 1328.7' to the NE Corner of the SWNE of Section 3, thence S. 0°04' E., a distance of 18.26.1' to the Centerline of the Main Channel of the North Platte River, thence S. 34°06' W. along the Main Channel a distance of 178.6' to a Point, thence continuing along the Main Channel on Bearing E. 20°15' W. a distance of 445.0' to a Point, thence N. 60°50' W. a distance of 1336.5' to a Point on the West Line of Section 3, thence N. 0°13' E. a distance of 426.9' to the Point of Beginning, containing 63.829 acres, more or less.