DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WEBB CREEK RANCHES.

This declaration is made and executed this ___ day of ___

Aug. 1978, by JAMES C. ORR CONTRACTOR, INC., A Wyoming Corporation,
and WOOLLEY AND ASSOCIATES, A Wyoming Corporation, A Joint Venture, Hereinafter referred to as "Landowners."

WHEREAS, James C. Orr Contractor, Inc., and Woolley and Associates,
Inc., a Joint Venture, are the owners of all that real property situated in Natrona County, State of Wyoming, known and described as Webb Creek Ranches, a subdivision of Natrona County, Wyoming, as described on Exhibit "A", attached hereto and shown on the plat and dedicated thereof duly recorded in the Office of the County Clerk of Natrona County, State of Wyoming, in Book ___ of Maps at Page ___,

WHEREAS, the "Landowners" are desirous of providing for the preservation of the values and amenities of the property and for maintenance of the roads and the dedicated recreation area of said property;

NOW, THEREFORE, for and in consideration of the premises, the landowners, do hereby and by these declarations make, publish, and declare and impose upon all the real property situate and included within the subdivision, and does hereby specify and declare that said restrictions and limitations shall be and constitute covenants running with all the real estate in the subdivision and shall be binding upon the undersigned and all persons claiming from and after the first tract sale, and shall be for the benefit of, as well as limiting and restricting all future owners of tracts within the subdivision, to wit:

ARTICLE I
DEFINITIONS

When used in this declaration, the following terms shall have the meaning indicated.

1. ASSOCIATION shall mean and refer to the Webb Creek Ranches Homeowner's Association.

2. LOT OR TRACT shall mean and refer to any of the sixty-six separately numbered and individually described plots of land shown on the plat and dedication as hereinafter more specifically set forth.
3. PLAT shall mean and refer to the plat as filed on the day of ___, 19____, at the office of the County Clerk of Natrona County, Wyoming.

4. RECORD OWNER shall mean and refer to the persons who are the owners of record (in the office of the County Clerk of Natrona County, Wyoming) of a fee or undivided fee interest in any lot or tract and shall include the developer. Notwithstanding any applicable law related to a mortgage, deed of trust, or like instrument, the term "owners" shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such person has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

5. ROAD shall mean and refer to any and all roads located within the property known as Webb Creek Ranches Subdivision as indicated on the official plat and dedication filed in Natrona County, Wyoming.

6. DEVELOPER shall mean and refer to the parties of the Joint Venture aforementioned.

ARTICLE II
PROPERTY DESCRIPTION
The property which is and shall be held, transferred, conveyed and occupied subject to the provisions of this declaration consists of the described real property situated in Natrona County, State of Wyoming legal description as contained in Exhibit "A."

ARTICLE III
WEBB CREEK RANCHES HOMEOWNER'S ASSOCIATION
1. MEMBERSHIP: Every record owner shall be a member of the association. Membership in the association shall be mandatory, shall be appurtenant to the property in which the owner has the necessary interest, and shall not be separated from the property to which it appertains.

2. VOTING RIGHTS: The record owner of each lot shall be entitled to one vote per lot owned.

3. PURPOSES: The Homeowner's Association shall be organized for the purposes of maintaining all roads located in Webb Creek Ranches, to maintain the dedicated recreation easement and to maintain well, storage tank, and water distribution system. The association shall be a Wyoming non-profit organization.

ARTICLE IV
ASSESSMENTS
1. Personal Obligation and Lien: Landowners, for each tract owned by them within the properties, and the owner of each tract, his heirs, successors
and assigns, by acceptance of a deed or execution of a contract to
purchase thereof, whether or not expressed in such deed or contract,
so and shall be deemed to covenant and agree to pay the association
for annual assessments or charges and special assessments, such assess-
ments to be established and collected as hereinafter provided. 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 tract against which each such assessment is
made. The lien for unpaid assessments provided hereunder shall be sub-
ordinate to any first mortgage (or trust deed) affecting a lot, but
only to the extent of assessments which become due prior to foreclosure
of the mortgage, exercise of power of sale unenforceable thereunder, or
deed or assignment in lieu of foreclosure. Each such assessment to-
gether with interest, costs and reasonable attorney’s fees shall also
be the personal obligation of the owner of the tract 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 tract despite a transfer of title.

2. Purpose of Assessment: The annual assessments levied by the
association shall be exclusively to maintain, repair, or rebuild all
roads in the Webb Creek Ranches Subdivision property, the maintenance,
construction on, repair, and cleanup of Lot No. 1 and Lot No. 66, and
the maintenance, repair, and upkeep of the well, storage tank, and
water system, and Lot 34, as shown on the aforementioned plat.

3. Special Assessments: In addition to the annual assess-
ments authorized above, the association may levy in any assessment year,
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 other capital improvement. The special assessments shall be
utilized to fund any project not encompassed by the annual assessment.

4. Notice and Quorum: For any action authorized under this article,
written notices of any meeting for the purpose of taking any action
authorized under this article shall be sent to all members not less than
thirty nor more than sixty days in advance of the meeting. At the first
such meeting called, the presence of members or of proxies entitled to
cast 75% of all 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 and quorum requirements.

5. **Initial Assessment:** The record owner shall pay an initial assessment of $50.00 upon the purchase of any lot or tract, which initial assessment shall be placed in an operating fund for the association.

6. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate on a per acre basis.

7. **Commencement:** The annual assessment provided for hereunder shall commence on the date of sale of each and every lot in the Webb Creek Ranches Subdivision individually.

8. **Effect of Non-payment of Assessments: Remedies of the Association:** Any assessment not paid within thirty days after the due date shall bear interest from the due date at the rate of 10% 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 tract.

ARTICLE V

LAND USE RESTRICTIONS

1. The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

   (a) Garbage or trash from the household use shall not be permitted to accumulate as to become unsightly or a nuisance but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices.

   (b) No conditions which constitute or create a nuisance or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

   (c) No trailer, mobile home or motor home shall be permitted on any of the lots or tracts in the subdivision for dwelling purposes.

   (d) All dwellings shall be of new construction and no relocated dwelling houses shall be permitted in the subdivision.

   (e) All dwellings erected on the subdivision's property shall have a minimum of 1,200 square feet.
(f) No building or construction shall be erected or permitted to remain on any lot less than 25 feet from the front lot line, 25 feet from side lot lines, or 25 feet from the rear lot line.

(g) There shall only be permitted one dwelling house per lot.

(h) No animals, livestock, or poultry of any kind shall be raised, bred or kept for any commercial purpose in the subdivision.

(1) All sewer systems on the said lots or tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws.

ARTICLE VI
MISCELLANEOUS

1. Amendment: Any amendment to this declaration shall require the affirmative vote of at least three-fourths of all membership votes, which members present, in person or represented by proxy, are entitled to cast at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten days but not more than thirty days prior to the meeting date. The quorum required in any such meeting shall be 75%. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument by an officer or director of the association. In such instrument, an officer or director of the association, shall certify that the vote required by this section for amendment has occurred.

2. Covenants to Run with Land: This declaration and the provisions hereof shall constitute covenants running with the land, or equitable servitudes, as the case may be, shall be binding upon and shall inure to the benefit of developer, all parties who hereafter acquire any interests in a lot or tract, and their respective grants, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner of record or occupant of a lot shall comply with, and all interests in all lots shall be subject to the terms of this declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this declaration. By acquiring any interest in a lot the party acquiring such interests consents to and agrees to be
bound by each and every provision of this declaration.

3. **Duration:** The covenants, restrictions, easements, charges, and liens as set forth herein shall run with the land and be binding on all parties who claim an interest thereto for a period of ten years from the filing of this declaration, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of 75% of the owners of the lots or tracts covered by these covenants, it is agreed to change said covenants in whole or in part.

4. **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 any of the remaining covenants.

5. **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 Webb Creek Ranches to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to violate, and to recover damages, actual and punitive, for such violations.

6. **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.

7. **Dedicated Roads and Maintenance:** The landowners, 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.

8. **Effective Date:** This declaration and any amendment hereof shall take effect upon its being filed of record in the office of the County Clerk of Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th Day of August, 1978.
The foregoing instrument was acknowledged before me by John Orr, President, James C. Orr Contractor, Inc., and C.K. Wols, President, Wols and Associates, Inc., this 16th day of August, 1978.

WITNESS my hand and official seal.

My commission expires: June 14, 1980.
COVENANTS OF WEBB CREEK RANCHES 1
IMPROVEMENT AND SERVICE DISTRICT

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF WEBB CREEK RANCHES 1
IMPROVEMENT AND SERVICE DISTRICT

This declaration is made and executed this 29th day of
June, 1988, by the "Landowners" of Webb Creek Ranches 1
Improvement and Service District.

WHEREAS Webb Creek Ranches, a subdivision of Natrona County,
Wyoming, as described on Exhibit A; attached hereto and shown on the
Plat and dedicated thereof duly recorded in the office of the County
Clerk of Natrona County, State of Wyoming, in Book 593 of Maps at Page
217, and

WHEREAS the "Landowners" are desirous of providing for the preser-
vation of the values and amenities of the property and for maintenance
of the roads and the dedicated recreation area of said property;

NOW, THEREFORE, for and in consideration of the premises, the
Landowners do hereby and by these declarations make, publish, and de-
clare and impose upon all the real property situate and included within
the subdivision, and do hereby specify and declare that said restric-
tions and limitations shall be and constitute covenants running with all
the land in the subdivision and shall be binding upon the undersigned
and all persons claiming from and after the first tract sale, and shall
be for the benefit of, as well as limiting and restricting, all future
owners of tracts within the subdivision, to wit:

ARTICLE I
DEFINITIONS

When used in the declaration, the following terms shall have the
meaning indicated.

1. ASSOCIATION shall mean and refer to the Webb Creek Ranches 1
Improvement and Service District.

2. LOT or TRACT shall mean and refer to any of the sixty-six
separately numbered and individually described plots of land shown on
the plat and dedication as hereinafter more specifically set forth.

3. PLAT shall mean and refer to the plat as filed on the 17th day
of October, 1978, at the office of the Clerk of Natrona County,
Wyoming.

4. RECORD OWNER shall mean and refer to the persons who are the
owners of record (in the office of the County Clerk of Natrona County,
Wyoming) of a fee or undivided fee interest in any lot or tract, and
shall include the developer. Notwithstanding any applicable theory re-
lated to a mortgage, deed of trust, or like instrument, the term
"owners" shall not mean or include a mortgagee or a beneficiary or
trustee under a deed of trust unless and until such person has acquired
title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

5. ROAD shall mean and refer to any and all roads located within the property known as Webb Creek Ranches Subdivision as indicated on the official plat and dedication filed in Natrona County, Wyoming.

6. DEVELOPER shall mean and refer to the parties of the Joint Venture (James C. Orr Contractor, Inc., and Wolf & Associates, Inc.)

7. WEBB CREEK RANCHES 1 IMPROVEMENT AND SERVICE DISTRICT shall hereinafter be referred to as I & S D.

8. MEMBER IN GOOD STANDING shall refer to the owner of record whose assessments are not in arrears as determined by the Board of Directors.

ARTICLE II
PROPERTY DESCRIPTION

The property which is and shall be held, transferred, conveyed and occupied subject to the provisions of this declaration consists of the described real property situated in Natrona County, State of Wyoming legal description as contained in Exhibit A. (Copy of Plat.)

ARTICLE III
WEBB CREEK RANCHES 1 IMPROVEMENT AND SERVICE DISTRICT

1. MEMBERSHIP: Every record owner shall be a member of the I & S D. Membership in the association shall be mandatory, shall be appurtenant to the property in which the owner has the necessary interest, and shall not be separated from the property to which it appertains.

2. VOTING RIGHTS: The record owner of each lot shall be entitled to one vote per lot owned, providing the member is in good standing.

3. PURPOSES: The I & S D shall be organized for the purposes of maintaining all roads located in the Webb Creek subdivision, to maintain the dedicated recreation easement and to maintain well, storage tank, and water distribution system. The association shall be a Wyoming non-profit organization.

ARTICLE IV
ASSESSMENTS

1. PERSONAL OBLIGATION AND LIEN: Landowners, for each tract owned by them within the properties, and the owner of each tract, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase thereof, whether or not expressed in such deed or contract, so and shall be deemed to covenant and agree to pay the association for annual assessments or charges and special assessments, such
assessments to be established and collected as hereinafter provided. Assessments are determined by the Board of Directors, and may be levied by the County Assessor and collected by the County Treasurer as provided by Sections 18-12-101 through 18-12-139 Wyoming Statutes Annotated (1977, republished edition), or the Board of Directors. 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 tract 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 tract at the time the assessment was due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them. A lien against such property for unpaid assessments will continue as a charge against the tract despite a transfer of title.

2. PURPOSE OF ASSESSMENT: The annual assessments levied by the association shall be exclusively to maintain, repair, or rebuild all roads in the Webb Creek Subdivision property, the maintenance, construction on, repair, and cleanup of Lot No. 1 and Lot No. 66, and the maintenance, repair, and upkeep of the well, storage tank, water system, and Lot No. 34 as shown on the plat, and any real property of the association.

3. SPECIAL ASSESSMENTS: 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 other capital improvement. The special assessment shall be utilized to fund any project not encompassed by the annual assessment.

4. NOTICE AND QUORUM: For any action authorized under this article, written notices of any meeting for the purpose of taking any action authorized under this article shall be sent to all members not less than 15 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of voting members in good standing or of proxies entitled to cast 51% of all 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 and quorum requirements.

5. INITIAL ASSESSMENT: The new owner of record shall pay an initial assessment of $100.00 upon the purchase of any lot or tract, which initial assessment shall be placed in the operating fund for the association.

6. UNIFORM RATE OF ASSESSMENT: Both annual and special assessments must be fixed at a uniform rate on a per lot basis.

7. COMMENCEMENT: The annual assessment provided for hereunder shall commence on the date of sale of each and every lot in the Webb Creek I & S D Subdivision individually.
ARTICLE V

LAND USE RESTRICTIONS

1. The following conditions, limitations and restrictions shall govern the maintenance and use of the land in this subdivision:

a. Garbage or trash from the household use shall not be permitted to accumulate as to become unsightly or a nuisance but shall be disposed of or removed from the property with reasonable promptness and in a manner consonant with good sanitation practices. (Burning of trash without a permit is a violation of Natrona County Ordinances and is subject to fine and penalty.) Burying of trash shall not be allowed. An aesthetically appealing garbage can enclosure is required by each resident.

b. No conditions which constitute or create a nuisance, eyesore, or an unreasonable annoyance to other property owners in the subdivision shall be created or permitted to exist.

c. No trailer, motor home, or mobile home shall be permitted on any of the lots or tracts in the subdivision for dwelling purposes. All motor vehicles must be currently licensed by the owner of record and/or tenant only, and storage of other person's property or unlicensed vehicles is prohibited.

d. All dwellings shall be of the new construction and no relocated dwelling houses shall be permitted in the subdivision.

e. All dwellings erected on the subdivision's property shall have a minimum of 1200 square feet.

f. No building or construction shall be erected or permitted to remain on any lot which is less than 25 feet from the front lot line, 25 feet from the side lot lines, or 25 feet from the rear lot line. Any variance requires board approval and must meet with Natrona County guidelines.

g. There shall only be permitted one dwelling house per lot.

h. No animals, livestock, or poultry of any kind shall be raised, bred or kept in the subdivision, nor animal(s) that may constitute a health hazard or public nuisance. Uncontrolled pets are the responsibility of the homeowner, and must comply with the Natrona County leash law.
1. All sewer systems on the said lots or tracts shall be subject to Natrona County and State of Wyoming rules, regulations and laws.

ARTICLE VI

MISCELLANEOUS

1. AMENDMENT: Any amendment to this declaration shall require the affirmative vote of at least 51% of all membership votes which members present, in person or represented by a proxy, are entitled to cast at a meeting duly called for this purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least 15 days but not more than 30 days prior to the meeting date. The quorum required in any such meeting shall be 51%. Any amendment authorized pursuant to this section shall be accomplished through the recordation of an instrument by an officer or director of the association. In such instrument, an officer or director of the association, shall certify that the vote required by this section for amendment has occurred.

2. COVENANTS TO RUN WITH LAND: This declaration and the provisions hereof shall constitute covenants running with the land, or equitable servitudes, as the case may be, shall be binding upon and shall inure to the benefit of association all parties who hereafter acquire any interest in a lot or tract, and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each owner of record or occupant of a lot shall comply with, and all interests in all lots shall be subject to the terms of this declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this declaration. By acquiring any interests in a lot the party acquiring such interests consents to and agrees to be bound by each and every provision of the declaration.

3. DURATION: The covenants, restrictions, easements, charges, and liens as set forth herein shall run with the land and be binding on all parties who claim an interest thereto for a period of ten years from the filing of this declaration, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of 51% of the owners of the lots or tracts covered by these covenants, it is agreed to change said covenants in whole or in part.

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

5. 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 Webb Creek Ranches 1 I & S D to initiate proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person vio-
lating or threatening to violate, and to recover damages, actual and punitive, for such violations.

6. 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.

7. DEDICATED ROADS AND MAINTENANCE: The landowners, 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, except the enforcing powers transferred to and accepted by Natrona County, Wyoming or such other duly constituted governmental agency as may take over such roads for public purposes.

8. EFFECTIVE DATE: This declaration and any amendment hereof shall take effect upon its being filed of record in the office of the County Clerk of Natrona County, Wyoming.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of June, 1988

BOARD OF DIRECTORS:

[Signatures]

[Seals]

State of Wyoming)
County of Natrona) ss

The foregoing instrument was acknowledged before me by

[Signature]
President, Board of Directors of Webb Creek Ranches 1 Improvement and Service District, this 24 day of

[Signature]
Notary Public
Commission expires: January 18, 1992