

STATE OF WYOMING )  
 ) ss  
County of Park )

The undersigned, after having been sworn upon our oath, according to law, and of legal age, hereby personally certify that we shall perform the following commitments made to the public and future lot owners with regards to the Cottonwood Creek Estates Second Filing Subdivision:

(1) Binding arrangements have been made to assure purchaser of any part of the Cottonwood Creek Estates Second Filing Subdivision that upon full payment of the purchase price of any part of said subdivision a deed can and will be delivered conveying merchantable title, subject only to noted reservations or restrictions of record, but free of encumbrances, and subject only to a proportionate share of the real property taxes or assessments charged or assessed for the year in which any such sale may be legally affected.

(2) That the central water supply system, and road system, filed with the Park County Planning and Zoning Commission will be constructed as described within one (1) year from the recording of the Cottonwood Creek Estates Second Filing Subdivision with the Park County Clerk and that the costs of said systems shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to said sale price unless said purchaser specifically agrees to assume the burden of all or part of said costs. Any such agreement shall be evidenced by a written contract recorded in the office of the Park County Clerk which sets forth the specific details of the transfer of this responsibility for payment of the costs and delineates the agreement of both parties to their respective obligations and responsibilities.

(3) Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both and the commitments outlined herein shall accrue to our successors or assigns.

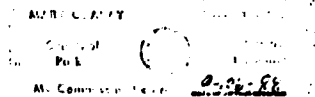
(4) I hereby certify that the facts contained herein are true and correct to the best of our knowledge and belief.

*Norman J. Hayes*  
Norman J. Hayes

*Norma R. Hayes*  
Norma R. Hayes

On this 19th day of June, 1984, A.D. there appeared before me Norman J. Hayes and Norma R. Hayes, personally known to me by the persons who executed the foregoing affidavit, according to law, certified that they executed the foregoing affidavit as their free act and deed, and that the facts contained therein are true and correct to the best of their knowledge and belief.

Witness my hand and official seal.



*Norman J. Hayes*  
Notary Public

My commission expires:

June 30, 1986

HOMEOWNERS ASSOCIATION

FOR THE

COTTONWOOD CREEK ESTATES SECOND FILING

BY-LAWS

ARTICLE I

Name

The name of the Association is Cottonwood Creek Estates Second Filing Homeowners Association. Hereafter the Cottonwood Creek Estates Second Filing Homeowners Association is referred to as the Association. Hereafter the Cottonwood Creek Estate Second Filing is referred to as the subdivision.

ARTICLE II

Principal Office

The principal office of the association is located at 36 Road ABN, Cody, Wyoming. The principal place of business may be changed at any time by the members.

ARTICLE III

Purposes

The purposes for which the Association is organized are:

(a) To maintain the public roads within the subdivision until such time as that responsibility can be taken over by the county.

(b) To be able to operate and maintain the water distribution systems for human consumption and household use excluding irrigation when this responsibility is taken over by the residents of the subdivision.

(c) To acquire, own, or lease such property as may be necessary or convenient for the fulfillment of its purposes.

(d) In general, to do everything necessary, proper or advisable for the accomplishment of the purposes hereinabove set forth.

ARTICLE IV

Membership

1. Eligibility. Every present and future owner of a lot or residential unit in the subdivision and every present and future tenant to whom such owner has assigned his membership shall be a member in the Association. The "Subdivision" consists of all lots in the Cottonwood Creek Estates Second Filing Subdivision.

2. Membership. Membership shall include an undertaking by such owner or tenant to comply with these By-Laws and the rules and regulations adopted by the Association.

3. Termination. Membership in the Association shall terminate on a member's ceasing to be an owner or tenant of a lot or residential unit in the subdivision.

4. Assignment. An owner who is a member of the Association may assign his membership to the tenant occupying his lot or residential unit in the subdivision. Such assignment to be effective must be filed with the Manager of the Association.

## ARTICLE V

## Meetings of Members

1. Annual Meetings. An annual meeting of the members of the Association shall be held on 2ND SATURDAY in the month of JANUARY in each year beginning with the year 1985 at the hour of 9 A.M., for the purpose of electing officers and the transaction of such other business as may come before the meetings. The first annual meeting shall be arranged by Mr. Norman J. Hayes.

2. Regular Meetings. In addition to the annual meetings, regular meetings of the members may be held at such time as shall be determined by the officers of the Association.

3. Special Meetings. It shall be the duty of the manager to call a special meeting of the members upon a petition signed by not less than ten members having voting rights. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of two thirds of the members present, either in person or by proxy.

4. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the members as may be designated by the manager.

5. Notice of Meetings. It shall be the duty of the manager to mail a notice of each annual, regular or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member entitled to vote, at least five but not more than 10 days prior to such meeting.

6. Quorum. Twenty-five members shall constitute a quorum for the transaction of business.

7. Voting. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

8. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after 60 days from the date of its execution, unless otherwise provided in the proxy.

9. Manner of Acting. A majority of the votes entitled to be cast on a matter to be voted upon by the members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption thereof unless a greater proportion is required by these By-Laws.

## ARTICLE VI

## Officers

1. Designation. The principal officers of the Association shall be a manager and a treasurer, both of whom shall be elected by and from the members of the Association.

2. Election of Officers. The officers of the Association shall be elected annually by the members at the annual meeting.

3. Removal of Officers. Upon an affirmative vote of a majority of the members, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the membership, or at any special meeting of the membership called for such purpose.

4. Manager. The manager shall be the chief executive officer of the Association. He shall preside at all meetings of the Association. He shall have all the general powers and duties necessary to carry out the purposes of the Association. He shall have the power to appoint committees from among the members from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

5. Treasurer. The treasurer shall have the responsibility for Association funds and shall be responsible for keeping a full and accurate account of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by vote of the members. The treasurer shall take the place of the manager and perform his duties whenever the manager shall be absent or unable to act. The signature of both the manager and treasurer shall be required to withdraw funds from the Association accounts, and in no event shall be an expenditure in excess of \$ 500.00 be made without the prior consent of the members.

6. Membership Committee. The manager and treasurer shall constitute a membership committee which shall act on applications for membership.

#### ARTICLE VII

##### Dues and Assessments

1. Annual Dues. The annual dues shall comprise of the membership fee, water system and road maintenance fee. The membership fee, if any, shall be determined and charged as the Association finds necessary. The water system and road maintenance fee shall be determined by an estimated or actual cost of maintenance and improvements. Cost of water for each lot will be billed monthly according to the metered amount of water used. Water price is to be determined by the Association. The road assessment shall be divided among the lots on an equal basis for road maintenance. The annual dues may be changed from time to time by the membership at any annual, regular or special meeting for such purpose.

2. Payment of Annual Dues. The dues shall be paid on or before the first day of Jan 1, 1988, each year after which an owner or tenant becomes a member.

3. Special Assessments. Special assessments may be levied on members of the Association only by vote of the majority of all members of the Association.

4. Default in Payment of Dues, Assessments, or Water Use Charges.

(a) When any member shall be in default in the payment of dues or assessments for a period of 15 days from the date on which dues or assessments become payable, he shall, for the purpose of voting, not be considered as a member in good standing. Until such member is again

returned to a good standing, he shall have no rights of any kind arising out of a membership in the Association.

(b) In addition to the foregoing, if any member shall fail to pay his annual dues or assessments as the same become due, after ten days written notice of such delinquency given by the Association to such member, the amount of the unpaid dues and assessments shall become a lien on such member's lot or residential unit in the subdivision in favor of the Association, and the Association shall have the right to record a notice of claim of lien, and proceed thereon in accordance with the provisions of Wyoming law for the foreclosure and enforcement of liens; or, in the event the Association shall not record a lien, it shall have the right to commence an action against such member for the collection of the unpaid dues and assessments in the Justice or District Court in accordance with the provisions of Wyoming law.

(c) In addition to the foregoing, if any member shall fail to pay his water bill as the same become due, after ten days written notice of such delinquency given by the Association to such member, the Association shall have the right to terminate water service to such member and institute collection proceedings.

#### ARTICLE VII

##### Use of Funds

Income of the Association shall be used for the payment for all necessary supplies, road materials, water system materials, equipment rental, operator wages and equipment maintenance. Officers of the Association shall not be paid by the Association for their services.

#### ARTICLE IX

##### Rules and Regulations

The membership shall adopt such rules and regulations as may be necessary or appropriate for the accomplishment of the purpose of the Association. Such rules and regulations shall become effective when approved by two-thirds vote of the members of the Association and when so approved shall become a part of these By-Laws.

#### ARTICLE X

##### Amendments

These articles may be amended or repealed, or new By-Laws may be made and adopted, at any annual, regular or special meeting of the members of the Association, by two-thirds vote of the members of the Association, provided that notice of intention to amend shall have been contained in the notice of the meeting.

#### CERTIFICATE OF ADOPTION

The undersigned, the duly elected, qualified and acting manager of the Cottonwood Creek Estates Second Filing Homeowners Association, an unincorporated, non-profit Association, does hereby certify that the above and foregoing By-Laws were duly adopted by the membership of the

Association on June 11, 1984, and are now and have been since that date the By-Laws of said Association.

DATED: June 12, 1984

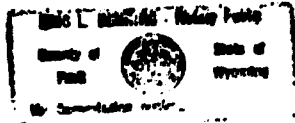
[Signature]  
Manager

STATE OF WYOMING )  
                          ) SS  
County of Park     )

The foregoing certificate was acknowledged before me by

Norman J. Hayes  
this 12<sup>th</sup> day of JUNE, 1984.

Witness my hand and official seal.



[Signature]  
Notary Public

My commission expires:

July 27, 1985

AMENDMENT AND CLARIFICATION

COME NOW, NORMAN J. HAYES and NORMA R. HAYES and hereby amend the Homeowners Association rules to which this Clarification is attached as follows:

- A. Article III paragraph A should indicate that the rules apply until the road system is rather than can be taken over by the County.
- B. Article VI is intended that the Manager and Treasurer shall act upon matters when the "good standing" of a member is in question. It is acknowledged that all owners of lots within the subdivision shall be members and need not apply therefore. However, this Article is intended to and shall be effective with regard to the status of members, i.e., their good standing, rather than their actual membership.
- C. It is our intent that this document amends and clarifys the Homeowners Association Articles dated June 1, 1984 to which it is attached and it shall be a part thereof.

Dated this 14 day of June, 1984.

  
\_\_\_\_\_  
NORMAN J. HAYES

  
\_\_\_\_\_  
NORMA R. HAYES

BOOK 106 PAGE 83

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by  
NORMAN J. HAYES and NORMA R. HAYES, this 14<sup>th</sup> day of June,  
1984.

Witness my hand and official seal.



*Kris L. Belting Holiday*  
Notary Public

My Commission Expires:

July 27, 1995

State of Wyoming )  
County of Park ) ss.  
This instrument was filed for record  
on the 29th day of October  
19 84 at 10:45 o'clock A m. and  
duly recorded in Microfilm Book 106  
records on page 77  
MARIE FONTAINE, Register of Deeds  
By *Marie Fontaine*, Deputy  
No. 218376



DECLARATION OF RESTRICTIONS, CONDITIONS  
AND PROTECTIVE COVENANTS FOR  
COTTONWOOD CREEK ESTATES SUBDIVISION, 2ND FILING  
(a subdivision located in Park County, Wyoming)

KNOW ALL MEN BY THESE PRESENTS, that Norman J. Hayes and Norma R. Hayes, husband and wife, hereinafter referred to as "Owners" are the owners of the following described property situated in Park County, Wyoming:

Lots 53, 55, 56, 57, 60, 90, 91, 92, 93, 94 and 95 of the Cottonwood Creek Estate Subdivision as recorded in Book C on Page 129 in the Park County Clerk's office.

1. That they have divided said land into lots, prepared a plat called Cottonwood Creek Estates Subdivision, 2nd Filing, and recorded the plat in the office of the County Clerk of Park County, Wyoming. These restrictions, conditions and covenants apply to all of the lots in the subdivision.

2. The real property described hereinabove is held and shall be held, conveyed, hypothecated, encumbered, leaseed, rented, used, occupied and improved, subject to the below restrictions, conditions and covenants; and that said restrictions, conditions and covenants shall run with the land as provided by law and shall be binding upon all parties, entities and all persons having or acquiring any right, title or interest in the described land or any part thereof.

3. The real property described hereinabove is subject to these restrictions, conditions and covenants to insure the appropriate development of building sites; to protect the Owners against improper uses of surrounding sites that might *depreciate the value of their property; to preserve, as far as practical, the natural beauty of the property; and in general, to provide for the development of a quality that will enhance the value of investments made by purchasers of the land.*

The restrictions, conditions and covenants are as follows:

A. LAND USE. All lots in the subdivision shall be known and described as residential lots and no commercial enterprise shall be allowed thereon. No buildings other than single family dwellings, specifically designed for the use and occupancy of one family, together with any attached or detached garage, shall be allowed except for barns suitable for horses or cows.

B. CHANGES. The majority of owners may modify, change and alter the restrictions and covenants contained in this paragraph by obtaining the prior written consent of a majority of the owners and by properly recording such changes in the office of the County Clerk, Park County, Wyoming.

C. BUILDING TYPE. No mobile home less than 60 feet in length or 720 square feet or more than 10 years old may be located on any of the lots in the subdivision except with the prior approval in writing from the Architectural Control Board. No buildings shall be closer to the lot lines than 40 feet from the front and back and 10 feet from the side lot lines and no building shall be set more than 2.5 feet above ground level. Placement of homes on lots shall be in accordance with written direction from the Architectural Control Board. All mobile homes will be skirted with permanent type material within two weeks from placement on any lot. All structures, other than mobile homes, will have roofs of composition asphalt material, or wood shakes or shingles with a minimum of one foot eaves, and exterior walls will be wood composition or equal material with the approval of the Architectural Control Board.

D. STORAGE. Personal campers, boats or snowmobile trailers may be stored on the rear of the lot provided that

such trailers are not over 30 feet in length and are licensed on a current basis. No unlicensed vehicles may be stored or remain on any lot for more than 30 days. No lot may be used or maintained as a dumping ground for rubbish.

E. LIVESTOCK. The only livestock permitted to be kept on any lots shall be horses and cattle. Four strand barbed wire fences, or equal to it, will be maintained in good condition in the discretion of the Architectural Control Board. The owners and occupants of the lots located within the subdivision shall be permitted to keep and maintain barns and corrals in good condition but all shall be kept and maintained so as not to be unsightly or not to cause noxious or offensive odors to the neighbors. Any pets kept on the premises shall be controlled and maintained so as not to be offense or become a nuisance to the neighbors.

F. OFFENSIVE ACTIVITIES. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

G. DURATION AND AMENDMENT. These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by majority of the lot owners on a one lot one vote basis which has been recorded agreeing to change said covenants in whole or in part. These covenants can be amended prior to the time stated herein by a written instrument duly signed and recorded by a majority of the lot owners agreeing to such changes.

H. ENFORCEMENT. Any violation of these restrictions, conditions and covenants may be enjoined in a Court of law or

equity by the undersigned or by any owner of record of one or more lots in the subdivision and any person violating said restrictions, conditions and covenants shall be liable for damages to remaining owners of said lots in the subdivision. Any owner or person found to be violating these covenants shall be liable to the prevailing party for attorney's fees and costs. A damaged lot owner shall also have the remedy of removal or alteration of the structure or condition which violates these Covenants. This remedy shall not be exclusive and shall be in addition to each and every other legal remedy available.

I. INVALIDATION. In the event any one or more of these Covenants herein contained is rendered invalid or unenforceable by judgment or decree of any Court of competent jurisdiction, the other covenants herein contained shall, nevertheless, remain in full force and effect for and during the full term herein.

K. ARCHITECTURAL CONTROL BOARD. An Architectural Control Board of three persons shall be elected by the owners of the lots in the subdivision annually. Such persons shall also be owners of an interest in the subdivision. The Architectural Control Board shall be responsible for approving construction and/or placement of improvements on all lots within the subdivision. No construction shall be allowed without its prior written approval. The Board members shall not be compensated for their services. The board shall act consistent with these Covenants. The Board shall elect a secretary who shall be responsible for keeping all documents and records of action of the Board on a permanent basis.

This Declaration of Restrictions, Conditions and Protective Covenants for Cottonwood Creek Estates Subdivision, 2nd Filing, consists of five pages.

IN WITNESS WHEREOF, the makers hereof have hereunto set their hands on the date indicated directly opposite their signatures.

11/2/84  
Date

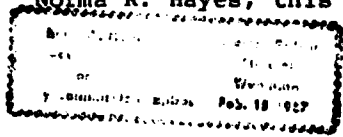
Norman J. Hayes  
Norman J. Hayes

11/2/84  
Date

Norma R. Hayes  
Norma R. Hayes

STATE OF WYOMING )  
                              ) SS  
COUNTY OF PARK )

Subscribed and sworn to before me by Norman J. Hayes and Norma R. Hayes, this 2nd day of November, 1984.



Cheryl A. Hoyt  
Notary Public

My Commission Expires:  
February 15, 1987

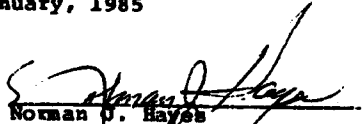
of Wyoming ) ss.  
County of Park )  
This instrument was filed for record  
on the 2nd day of November  
1984 at 2:45 o'clock P. m. and  
is recorded in Microfilm Book 106  
Page 339  
MARIE FONTANA, Register of Deeds  
Paula Greenfield  
218487

110 275

VACATION OF COVENANTS

The undersigned, being owners of all Lots in the Cottonwood Creek Estates Subdivision, 2nd filing, and owners of Lots in the Cottonwood Creek Estates Subdivision, having previous hereto filed and recorded revised covenants on December 19, 1979 (MF Book 46, Page 916) and having recorded amendment to revised covenants on June 17, 1980 (MF Book 51, Page 374), all in the records of the Park County Clerk, Park County, Wyoming hereby vacate those revised covenants recorded on December 19, 1979 and the amendment to revised covenants recorded on June 17, 1980 (both referred to above) the same as if such revised covenants and amendment to revised covenants had never been recorded and the same shall be of no further force or effect.

DATED this 31<sup>st</sup> day of January, 1985

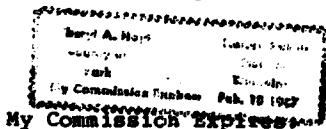
  
Norman J. Hayes

  
Norma R. Hayes

STATE OF WYOMING )  
                          ) SS  
COUNTY OF PARK )

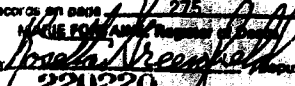
The foregoing instrument was acknowledged before me by Norman J. Hayes and Norma R. Hayes, this 31 day of January, 1985.

Witness my hand and official seal.

  
My Commission Expires

  
Notary Public

2-15-87

State of Wyoming ) ss.  
County of Park )  
This instrument was filed for record  
of this 4 day of February  
1985 at 1:55 o'clock P.m. and  
duly recorded in Microfilm Book 110  
records on page 275  
by   
No. 220220 Deputy

AMENDMENT OF DECLARATION OF RESTRICTIONS,  
CONDITIONS AND PROTECTIVE COVENANTS FOR  
COTTONWOOD CREEK ESTATES SUBDIVISION, 2ND FILING

WHEREAS, Norman J. Hayes and Norma R. Hayes, husband and wife, as the owners of certain property executed on November 2, 1984, a certain Declaration of Restrictions, Conditions and Protective Covenants for Cottonwood Creek Estates Subdivision, 2nd Filing, a subdivision located in Park County, Wyoming, which were recorded in MF Book 106 at Page 339 of the records of Park County, Wyoming; and

WHEREAS, Northwest Wyoming Properties, a Wyoming Corporation, is the owner of Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, 61, 62, 64, 66, 67, and 69, Cottonwood Creek Estates, Second Filing, Park County, Wyoming, recorded at Plat Book F, Page 1, in the Office of the Park County Clerk; and

WHEREAS, Northwest Wyoming Properties, a Wyoming Corporation, desires to terminate said Declaration of Restrictions, Conditions and Protective Covenants insofar as same pertains to its lots and to adopt new Restrictions, Conditions and Protective Covenants for its lots.

NOW, THEREFORE, Northwest Wyoming Properties, as the owner of a majority of the lots covered by the Declaration of Restrictions, Conditions and Protective Covenants for Cottonwood Creek Estates Subdivision, 2nd Filing, dated November 2, 1984, and recorded in MF Book 106 at Page 339 of the records of Park County, Wyoming, does hereby withdraw and remove the following described property from said Declaration of Restrictions, Conditions and Protective Covenants, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, 61, 62, 64, 66, 67, and 69, Cottonwood Creek Estates, Second Filing, Park County, Wyoming, recorded at Plat Book F, Page 1, in the Office of the Park County Clerk.

and said Declaration of Restrictions, Conditions and Protective Covenants for Cottonwood Creek Estates Subdivision are hereby

terminated and deemed null and void only insofar as they pertain to the above described lots owned by Northwest Wyoming Properties.

DATED this 17<sup>th</sup> day of May, 1995.

NORTHWEST WYOMING PROPERTIES

By Clinton Schultz  
President

ATTEST:

Douglas Warden  
Secretary

STATE OF WYOMING )  
                          ) SS  
COUNTY OF PARK )

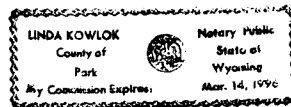
The foregoing instrument was acknowledged before me by Clinton Schultz, President of Northwest Wyoming Properties this 17<sup>th</sup> day of May, 1995.

Witness my hand and official seal.

Linda Kowlok  
Notary Public

My Commission expires:

March 14, 1996



INST# 348316 BOOK 0266 PAGE 0052  
RECORDED 05/24/95 AT 10:55  
BY: KAREN CARTER, DEPUTY  
FEES: 8.00  
MARIE FONTAINE, PARK COUNTY CLERK



DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of May, 1995, by Northwest Wyoming Properties, Inc., a Wyoming Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the legal owner of the real property described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 59, 61, 62, 64, 66, 67, and 69, Cottonwood Creek Estates, Second Filing, Park County, Wyoming, recorded at Plat Book F, Page 1, in the Office of the Park County Clerk.

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be acquired, held, sold, conveyed, used and occupied subject to the provisions of this DECLARATION, which shall run with the real property and be binding on all parties having or hereinafter acquiring any right, title or interest in the lots, or any part thereof, their heirs, devisees, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. Residential Lots: All lots shall be known and described as residential lots, and shall be used for residential purposes only and no commercial enterprise or business shall be allowed or conducted thereon. No structure or structures shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling together with attached or detached garage and storage buildings.

2. Subdivision and Splitting: No Lot shall be subdivided or split into smaller parcels or lots except for Lot 69 which may be subdivided or split as the owner thereof may desire.

3. Type of Building:

- (a) Only custom built homes, prefabricated or manufactured homes and trailer or mobile homes, shall be allowed, subject to the following conditions: A trailer or mobile home shall be at least twelve foot by sixty foot (12' X 60') and not more than five years old.

Trailer or mobile homes over five years old may be allowed with the prior approval of the Architectural Control Committee. All prefabricated, manufactured, trailer or mobile homes shall be permanently attached to an approved foundation and all trailers or mobile homes shall be skirted. The foundations and skirting shall be approved by the Architectural Control Committee before being put in place.

- (b) Before any home, trailer, building or fence is erected or placed upon any lot it must be authorized and approved by the Architectural Control Committee hereinafter provided for.

4. Storage: Only licensed and operable motor vehicles and recreation equipment, including, but not limited to camper trailers, campers, boats, snowmobiles and snowmobile trailers shall be allowed on the lots and same shall be situated on the rear portion of the lot in a neat and orderly manner. There shall be no accumulation of junk, trash, rubbish or other unsightly items or materials of any nature on any lot.

5. Livestock and Pets: Only Lots 38, 39, 46, 47, 54, 55, 64 and 69 shall be allowed to have livestock, limited to horses and/or cows. The maximum head of livestock allowed on any lot, shall be two horses or two cows or a combination of one horse and one cow except for Lot 69, which may have the livestock from the adjacent and adjoining Lots come upon it if consented to by the owner of Lot 69. Any cow or horse over 12 months in age shall be considered an adult and count as 1 head. All fencing shall be subject to the prior approval of the Architectural Control Committee herein provided for and same shall be maintained in good order and repair at all times. All domesticated pets shall be kept and maintained on the owners lot and shall be controlled so as not to run at large and become a nuisance to the neighbors. No other livestock, fowl or poultry other than as herein-above specified shall be permitted or maintained on any lot.

6. Architectural Control Committee: An Architectural Control Committee of 3 persons shall be elected by the owners of a majority of the lots on a 1 lot 1 vote basis. These individuals shall be elected for a 2 year term and every 2 years an election shall be held and a committee member must be an owner of an interest in the subject lot or lots. No residence, building, structure, trailer or fence shall be erected, placed or altered on any lot without the prior approval and authorization by a majority of the Architectural Control Committee. The Architectural Control Committee shall review the external design, compare it with existing residences, structures, buildings and fences in the general area, the location where it will be placed on the property with respect to the topography and the general surroundings of the property. No committee member shall be compensated and in the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor for the remainder of the dead or retired member's term. At any time, the then record owners of a majority of the lots shall have the power, through a duly, recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. Membership in Home Owners Association: Each owner of a Lot covered by this Declaration of Protective Covenants and Restrictions shall automatically be a member of the Homeowners Association for the Cottonwood Creek Estates Second Filing as

set forth in the Bylaws, Articles and Provisions recorded in MF Book 106 at Page 77, et. sec. Each such Lot owner as a member of said Homeowners Association shall abide by and comply with the Bylaws of the Cottonwood Creek Estates Second Filing Homeowners Association. If the ownership of a Lot shall be in the name of two or more persons or entities, the membership in the Homeowners Association shall be held in the same manner.

8. Offensive Activities: No use shall be permitted or allowed which shall render any lot or any part thereof, unsanitary, unsightly, offensive or detrimental to any of the other lots or to the occupants thereof. No nuisance shall be permitted to exist or operate on any lot, or part thereof, so as to be offensive or detrimental to any other lot in the area or to the occupants thereof.

9. Invalidation: In the event any one or more of these covenants or restrictions set forth herein is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants and restrictions shall, never the less, remain in full force and effect.

10. Amendment: This Declaration may at any time be repealed or amended, either increasing or decreasing the burdens or benefits with respect to the lots or with respect to the owners, by execution of an instrument repealing or amending this Declaration by the owners of a majority of the lots on a 1 lot 1 vote basis.

11. Non-waiver: The delay, failure or omission of any owner of any lot, or any part thereof, to enforce the provisions of any restriction or covenant contained in this Declaration, in the event of any breach thereof, shall not constitute a waiver of any right to enforce any such provision at a later time nor a waiver of the right to enforce any other provision of this Declaration.

12. Enforcement: Any violation of these restrictions and covenants may be enjoined in a Court of law or equity by any owner of record of 1 or more lots and any entity or person

violating said restrictions and covenants shall be liable for damages to the remaining owners of any lots. Any entity or owner or person found to be violating this Declaration, or any part thereof, shall be liable to the prevailing party for attorney's fees and costs. These remedies shall not be exclusive and shall be in addition to each and every other legal remedy available to any lot owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed and its seal affixed hereto as of the day and year first above written.

NORTHWEST WYOMING PROPERTIES

By Clinton Schutt  
President

ATTEST:

Abigail Winder  
Secretary  
STATE OF WYOMING )  
COUNTY OF PARK ) SS

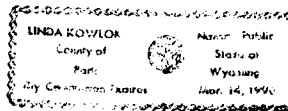
The foregoing instrument was acknowledged before me by Clinton Schutt, President of Northwest Wyoming Properties this 17<sup>th</sup> day of May, 1995.

Witness my hand and official seal.

Linda Kowlok  
Notary Public

My Commission expires:

March 14, 1996



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COTTONWOOD CREEK ESTATES SUBDIVISION, SECOND FILING

THIS AMENDMENT made this 23 day of May, 1996 by the undersigned owners, hereinafter referred to as "DECLARANTS", being the legal owner of the real property described as follows, to-wit :

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 239, 40, 41, 42, 43, 44, 246, 247, 48, 49, 51, 52, 53, 254, 255, 56, 57, 59, 61, 62, 264, 66, 67, and 69

WHEREAS, DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS OF COTTONWOOD CREEK ESTATES, 2ND FILING SUBDIVISION was filed on the 24 day of MAY, 1995 in the office of the clerk and recorder of Deeds, Park County, Wyoming, being recorded in Book 0266 at pages 054,055,056,057 and 058, and hereinafter referred to as "Original Covenants", hereof and

WHEREAS, it is the desire of the Declarants to add additional articles 13 and 14 and

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration and the covenants and agreements contained herein, said Declarants hereby declare that the following additions shall be made to the "Declaration of Covenants, Conditions and Restrictions of Cottonwood Creek Estates, 2nd. filing, Subdivision", to-wit :

13. All power, phone, natural gas and water lines run on any lot in the Subdivision will be run underground.

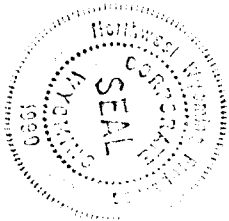
14. All foundations for mobiles and modular homes will be dug down from below ground level so as to create the appearance of a stick built home when finished. This will further enhance the property values for all home in the Subdivision.

In all other manner and respects, except as specifically amended herein, the Original Covenants shall remain in full force and effect and in no way shall be altered by this amendment.

IN WITNESS WHEREOF, we have hereunto set our hands this 23 day of MAY, 1996.

NORTHWEST WYOMING PROPERTIES, INC.

By Dan a. Hunter President



ATTEST :

[Signature] Secretary STATE OF WYOMING ) COUNTY OF PARK )

The foregoing instrument was acknowledged before me by  
Don Hunter, President of Northwest Wyoming Properties, Inc. this

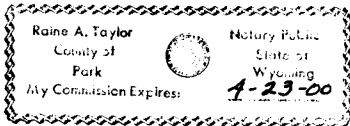
23 day of May, 1996.

witness my hand and official seal.

Raine A. Taylor  
Notary Public

My commission expires :

4-23-2000



**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF COTTONWOOD CREEK ESTATES SUBDIVISION,  
SECOND FILING**

THIS AMENDMENT made this 8 day of June, 2004 by the Cottonwood Creek Estates Association, hereinafter referred to as "DECLARANTS", being the legal owner of the real property described as follows, to-wit:

Lots 1-68 including Lots 238, 239, 246, 247, 254, 255 and 267.

WHEREAS, DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS OF COTTONWOOD CREEK ESTATES, 2<sup>ND</sup> FILING SUBDIVISION was filed on the 24<sup>th</sup> day of May, 1995 in the office of the clerk and recorder of Deeds, Park County, Wyoming, being recorded in Book 0266 at pages 054, 055, 056, 057 and 058, and hereinafter referred to as "Original Covenants", hereof and

WHEREAS, it is the desire of the Declarants to add additional articles 15 and 16.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration and covenants and agreements contained herein, said Declarants hereby declare that the following additions shall be made to the "Declaration of Covenants, Conditions and Restrictions of Cottonwood Creek Estates, 2<sup>nd</sup> Filing, Subdivision", to-wit:

15. All custom built homes shall have a minimum square footage of 1,000 square feet (not including garage).
16. Any owner or entity that cuts across the resurfaced roads for utilities or any other use will be responsible to resurface those cuts with the same material the road is made of.

In all other manner and respects, except as specifically amended herein, the Original Covenants shall remain in full force and effect and in no way shall be altered by this amendment.

IN WITNESS WHEREOF, we have hereunto set our hands this 8 day of June, 2004.

COTTONWOOD CREEK ESTATES  
HOMEOWNERS ASSOCIATION

  
By -Manager, BYRON NELSON

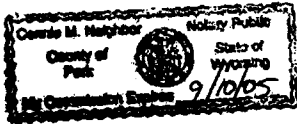
ATTEST:

  
Treasurer - MICHELLE BRENNER



STATE OF WYOMING )  
 ) SS.  
COUNTY OF PARK )

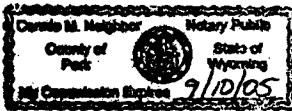
8<sup>th</sup> The foregoing instrument was acknowledged before me Byron Nelson, this day of June, 2004.



Connie M. Neighba  
Notary Public  
My Commission Expires: 9/10/05

STATE OF WYOMING )  
 ) SS.  
COUNTY OF PARK )

8<sup>th</sup> The foregoing instrument was acknowledged before me by Michelle Brenner, this day of June, 2004.



Connie M. Neighba  
Notary Public  
My Commission Expires: 9/10/05