

PROTECTIVE COVENANTS

NELSON ASSOCIATES REALTY, owner of the Eaglenest Ranch Subdivision, a duly platted subdivision of Park County, Wyoming, as such plat is now recorded in Book F at Page 178 of the official records of Park County, Wyoming, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots constituting such subdivision may be put and hereby specifies that such declarations shall constitute covenants to run with all the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitation of all future owners in such subdivision, this declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use as specified herein:

1. This subdivision shall be for single-family residence use only. There shall not be erected on any part of the subdivision any building in which shall be carried on any business offensive, noxious or detrimental to the use of the land in the vicinity of the conveyed premises for private residences nor shall the conveyed premises be used for any purpose that, as a matter of common experience, tend to create a nuisance. Provided, however, a home occupation shall be allowed as a use of the property provided it is conducted entirely within a dwelling and carried on by inhabitants living there; such use shall be clearly secondary and incidental to the use of the dwelling for dwelling purposes; there shall be no exterior advertising other than identification of the home occupation; the signs shall be a maximum of six square feet and constructed of natural materials finished to earthtone shades, and unlighted; there shall be no exterior storage on the premises of material and equipment used as part of the home occupation; there shall be no offensive noise, vibration, dust, smoke, odors, heat or glare noticable at or beyond the property line; and the owner of the occupied property shall provide additional off-

street parking area adequate to accomodate all needs created by the home occupation. The commercial raising or feeding of animals shall be prohibited in the subdivision; provided, however, animals may be raised or fed for personal use or as family pets.

2. No further subdivision or division of any lots shall be permitted.

3. All structures and buildings of any type shall be constructed on permanent foundations. Dwellings shall be of new construction. Dwellings shall consist of no less than six hundred (600) square feet on the ground floor, exclusive of porches and garages. The exterior finish and color of all structures or buildings shall be designed to fit the rustic, rural nature of the subdivision and may include, but shall not be limited to, brick, stone, or wood. To insure uniformity and compliance with this Paragraph, there is hereby created an Architectural Design Committee of three members. Until such time as Nelson Associates Realty has sold seventy-five percent (75%) of the subdivision lots, Nelson Associates Realty shall make the appointments to the Architectural Design Committee. At such time as Nelson Associates Realty has sold seventy-five percent (75%) of the subdivision lots, appointments to the Architectural Design committee shall be made by the Homeowners Association as provided in the by-laws of the Association. Nelson Associates Realty may delegate its authority to appoint the Architectural Design Committee prior to the sale of seventy-five percent (75%) of the lots of the subdivision by executing an appropriate resolution to that effect, which shall be recorded in the official records of Park County, Wyoming.

4. All dwellings shall be a maximum of two-stories above the ground level. Appurtenant structures shall be designed for compatibility with other buildings on the lot and within the subdivision.

5. Construction of all external details of any structure shall be completed within one year of the time construction was commenced.

6. No construction shall commence until all building plans including exterior finish and color, plot location plans and fencing plans have been approved in writing by the Architectural Design Committee. All plans shall be approved or rejected within thirty (30) days of application by the lot owner. Approval by the Architectural Design Committee of any plans shall be approved only as to compliance with the Protective Covenants of Eaglenest Ranch Subdivision and shall not constitute approval to any building codes or other applicable local, state, or federal design standards, ordinance, or statutes.

No exterior remodeling or fencing shall be undertaken by any owner without having the prior written approval of the Architectural Design Committee as provided above.

7. Livestock enclosures, such as corrals, sheds, and barns shall be located no closer than twenty-five feet (25 ft.) to any common lot boundary or to the perimeter of the subdivision. Provided, however, this shall not prohibit the use of boundary fencing for pasturing purposes.

8. Nelson Associates Realty may open and use a pit for gravel source during road construction during development of the subdivision. Such gravel mining operation shall conform to county and state regulations and at such time as the road construction is complete the gravel mine shall be closed and recontoured to conform with the surrounding terrain.

9. No structure other than an approved structure shall be used as a dwelling except during the construction of the dwelling and then for not longer than one year from the time construction begins. Travel trailers or other recreational vehicles may be utilized for temporary housing of guests of the individual lot owners for periods not to exceed thirty (30) days.

10. All fences must be approved by the Architectural Design Committee prior to construction and shall be neat and kept in good repair and shall be the responsibility of the individual lot owners. Nelson Associates Realty shall have no obligation to participate in the construction or maintenance

of fences.

11. Except for temporary service during construction of dwellings, electricity, telephone, and other wire or cable transmitted utilities, and all other utility services for individual lots shall be underground within the lot.

12. Septic tanks with drain fields or other ecologically equal or superior methods shall be used for sewage disposal. The method selected by each individual lot owner shall be approved by the appropriate governmental agency prior to construction and installation.

13. Rubbish, garbage, and all other wastes shall be kept and disposed of in a neat and sanitary manner. No property of the subdivision shall be used or maintained as a dumping site for rubbish, garbage or other waste.

14. No inoperative motor vehicles shall remain on any road or lot within the subdivision for longer than two weeks unless stored within a structure.

15. Unless otherwise permitted by the Architectural Design Committee, no old or used structures may be moved from another location onto any lot in the subdivision.

16. A Homeowners Association shall be established for road maintenance and snow removal until such time as Park County shall assume responsibility for road maintenance and snow removal and for such other purposes as set forth in the by-laws of the Association. Purchase of a lot within the subdivision shall bind the owner to the by-laws, all rules, regulations, and other requirements of the Homeowners Association. The by-laws, all rules and regulations of the Homeowners Association are incorporated herein by this reference.

17. A Water Users Association for all those lot owners with irrigation rights shall be formed to act as the control agency for irrigation purposes in accordance with the irrigation report for the subdivision.

Eaglenest Ranch Subdivision shall have no affect on any adjacent landowner's historic ability to receive his adjudicated water and maintain his ditches.

The owner (anyone who uses water) of any ditch is

responsible for its maintenance completely to its point of diversion from the major stream from which it is adjudicated. Those ditch owners are liable for any damages caused by neglect of maintaining their ditch. Costs of ditch maintenance may be assessed each lot owner and failure to pay that proportionate share may constitute a valid lien against the property.

Each water user is responsible for seeing that water running off his property after he has used it to irrigate (waste water) does not run uncontrolled onto the property of a neighbor. It is the owner's responsibility to see that waste water is returned to a proper wasteway.

A lot owner shall not block any wasteway or ditch crossing his property carrying water or waste water from an upstream lot. Any water running in a ditch on or adjacent to a particular lot which is suspected by the lot owner of causing seepage to his property shall not be blocked off and diverted in another direction without the consent of other owners of the ditch. If the affected lot owner wishes the ditch across his property to be lined or piped, he is obligated to bear the expense and labor of doing so himself. In all cases where the ditch has a priority right by location, the owner or property shall be compelled to protect themselves from any damages that may be created by the ditch.

Purchase of any lot within the subdivision shall bind the owner to all rules, regulation and other requirements of the Water Users Association and the irrigation report of the subdivision.

18. It is expressly understood and agreed that several restrictive covenants herein shall attach to and run with the land, and it shall be legal not only for Nelson Associates Realty, its heirs and assigns, but also for the owner or owners of any lot or lots deriving title of or through Nelson Associates Realty to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. Any person or persons violating or threatening to violate these protective

covenants in addition to all remedies, shall be liable for damage as a result of their actions.

19. Each of the above restrictions, conditions and covenants shall terminate and end and be of no further effect whether legal or equitable and shall not be enforceable on or after February 1, 2008.

The restrictions contained herein may be extended beyond the period stated for their duration for a new period not exceeding twenty (20) years by an instrument executed by the then owners of the majority of the lots in the subdivision and duly acknowledged and recorded in the office of County Clerk, Park County, Wyoming, before the expiration of the original period of duration and further extensions may be affected in a like manner.

20. Should any mortgage or deed of trust be foreclosed upon any property to which this instrument refers, then the title acquired by such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such property shall be subject to and bound by the restrictions contained herein.

21. The covenants may be waived, terminated or modified as to the whole of the subdivision or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots in the subdivision; except that land use may not be changed prior to February 1, 2008 and if only a portion of the subdivision is intended to be affected, the written consent of the owners of seventy-five percent (75%) of the lots in the portion to be affected shall also be secured. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the office of County Clerk, Park County, Wyoming. So long as Nelson Associates Realty shall be the owner of fifty percent (50%) of the lots of the subdivision, it may unilaterally waive, terminate or modify these covenants, except the land use as outlined above.

22. It is expressly agreed that if any covenant, condition or restriction contained herein, or any portion

thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.

DATED this 9th day of December, 1982.



NELSON ASSOCIATES REALTY, a Wyoming corporation

By: \_\_\_\_\_

R. S. Nelson-President

ATTEST:

Julie M. Nelson-Secretary

STATE OF WYOMING, )  
                          ) SS:  
COUNTY OF PARK.  )

On this 9th day of December, 1982, before me personally appeared R. S. Nelson to me personally known, who being by me duly sworn, did say that he is the President of Nelson Associates Realty and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said R. S. Nelson acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 1st day of November, 1983.

Given under my hand and notarial seal this 9th day of December, 1982.



Sharon Christensen  
Notary Public

... ) ss.  
... was filed for record  
25 day of January  
83 2:45 o'clock P. m. and  
... in Microfilm Book 80  
... page 79  
... Register of Deeds  
Rochelle Greenfield  
205476

APPLICANT'S AFFIDAVIT

STATE OF WYOMING )  
 ) SS.  
COUNTY OF PARK )

The undersigned being the applicant for a subdivision permit for the subdivision identified as Eaglenest Ranch Subdivision, being first sworn by oath, according to law, do hereby make the following commitments regarding said subdivision.

1. Binding arrangements have been made to assure purchasers of any part of the subdivision that upon full payment of the purchase price, 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 real property taxed or assessments charged or assessed for the year in which any such sale may be legally effected.

2. That the road system described in the documents filed with the Planning and Zoning Commission will be constructed as so described. In accordance with the variance requested by the applicant with its Preliminary Plat application, and subsequently approved by the Park County Commission, potable water shall be from individual wells constructed at the expense of each purchaser.

Applicant has submitted to the Planning and Zoning Commission an Engineering Report on the Potable Water Supply for the proposed Eaglenest Ranch Subdivision. The report concludes an adequate and dependable potable water supply can be provided for all lots within the subdivision if the water supply is developed by the purchasers as proposed in the report. However, since sources of water are subject to unpredictable changes in weather cycles and undiscoverable geologic idiosyncrasies, the Engineer's opinion shall not be construed as a guarantee of the availability of water.

3. That the cost of the road system described in documents filed with the Planning and Zoning Commission shall be included in the sale price of any part of the subdivision and not assessed or collected from purchasers in addition to such sale price unless said purchasers specifically agree to assume the burden of all or a part of said cost. Any such agreement shall be evidenced by a written contract recorded in the office of the Clerk which sets forth the specific details of the transfer of the responsibility for payment of costs and delineates the agreement of both parties to it. The road system shall be completed within one year from the date the subdivision permit is granted.

4. Enforcement of these obligations upon the undersigned as outlined herein shall be for either compliance or damages or both.

5. These obligations shall accrue to my heirs, successors and assigns.

NELSON ASSOCIATES REALTY

By: R.S. Nelson  
R.S. Nelson-President

ATTEST:  
Julie M. Nelson-Secretary





STATE OF WYOMING )  
 ) SS. ACKNOWLEDGEMENT  
COUNTY OF PARK )

On this 9th day of December, 1982, before me personally appeared R. S. Nelson to me personally know, who being by me duly sworn, did say that he is the President of Nelson Associates Realty and that the seal affixed to said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said R. S. Nelson acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 1 day of January, 1983.



Sharon Christensen  
Notary Public

... ) ss.  
... was filed for record  
25 day of January  
83 2:47 p.m.  
... in Microfilm Book 80  
798  
...  
205477

BY-LAWS OF EAGLENEST RANCH  
SUBDIVISION HOMEOWNERS ASSOCIATION

ARTICLE I.

DEFINITIONS

Section 1. Eaglenest Ranch Subdivision Homeowners Association means an unincorporated association of the owners of lots within the subdivision as provided in Article II.

Section 2. Owner means the owner or owners collectively of the record fee simple title to a lot.

Section 3. Lot or lots shall mean and include lots one through fifty (1-50) as designated on the record plat of the Eaglenest Ranch Subdivision.

ARTICLE II.

EAGLENEST RANCH SUBDIVISION HOMEOWNERS ASSOCIATION

Section 1. Purpose. The Eaglenest Ranch Subdivision Homeowners Association (hereafter called the ASSOCIATION), is a non-profit, unincorporated association, organized for the purpose of enforcing the terms and conditions set forth in this declaration and for the mutual benefit of the owners of lots in the subdivision, and for enforcement of The Protective Covenants of the subdivision.

Section 2. Membership. Every owner of a lot shall automatically be a member of the ASSOCIATION until such ownership ceases for any reason, at which time membership shall automatically terminate.

Section 3. Voting and Quorum. Members shall be entitled to one vote for each lot owned. A quorum for any meeting shall be twenty-five (25) lots, and the majority of votes cast shall be the act of the members. Members may vote by written proxy.

Section 4. Meetings. The first meeting of the membership shall be held immediately following execution of this declaration, for the purpose of electing the first officers of the ASSOCIATION. There shall be an annual membership meeting each year, to be held at a convenient time and place during January of each year for the purpose of electing officers and the transaction of any business that may come before the meeting. Special meetings may be called from time to time by the president or by any two other members upon providing adequate notice thereof to all members. Notice of the time, date, and place for the annual meeting shall be provided to all members at least two (2) weeks prior to the meeting.

Section 5. Officers. The officers of the ASSOCIATION shall be a president, a vice president, and a secretary-treasurer: such officers may, but are not required to be, members of the ASSOCIATION. In the event of a vacancy in office, the vacancy shall be filled by a vote of the membership at a duly called special meeting. The term of each officer shall be for one (1) year. A member who has been elected to an office shall be deemed to have resigned when his membership is terminated. By appropriate action by the membership additional offices may be created.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members authorized to vote, on the matter, or signed by all of the officers, as the case may be.

Section 7. Duties of Officers. The president shall be the chief executive officer of the ASSOCIATION and he shall have all duties necessary to carry out the purposes of the ASSOCIATION. The vice-president shall have the duty and authority of the president in the absence of the president. The secretary-treasurer shall receive, disperse, and account for all ASSOCIATION funds and keep a record of all meetings of the ASSOCIATION and notices thereof.

Section 8. Incorporation. Upon vote of a majority of the members, the ASSOCIATION may be incorporated under the laws of the State of Wyoming.

Section 9. Maintenance, Assessments & Liens. The ASSOCIATION shall be responsible for maintenance of the subdivision roads and snow removal until such time as Park County assumes maintenance of the roads and snow removal. For purposes of assessment of maintenance and snow removal charges, each lot with access to Dutcher Spring Trail shall be responsible for one nineteenth (1/19) of the cost of maintenance and snow removal on Dutcher Spring Trail and each lot with access to Eaglenest Trail shall be responsible for one thirty-oneth (1/31) of the cost of maintenance and snow removal on Eaglenest Trail.

Such additional dues and assessments as may be necessary shall be assessed upon approval by the majority of a quorum of any meeting and such assessment shall be made only for purposes authorized by the membership. Each owner of a lot shall be personally liable to pay the ASSOCIATION such assessments and charges as may be established from time to time. Assessments shall be due within thirty (30) days following the assessment thereof and shall be subject to a late charge of eighteen percent (18%) if not paid when due and shall bear interest at the rate of eighteen percent (18%) per year, if not paid within thirty (30) days of the due date. If any member shall fail to pay or make timely payment of the assessment, after having been given ten (10) days written notice of delinquency, the amount of such unpaid assessment shall become a lien against such members lot in the subdivision in favor of the ASSOCIATION and such lien shall be made of record. Any such lien shall be prior to all other liens except the lien for property taxes and the lien of a prior mortgage of record. Such lien may be foreclosed in the manner provided by Wyoming law for the enforcement of liens and the lot owner shall be required to pay off all foreclosure costs including reasonable attorneys fees, which costs shall be secured by the lien against the lot. A certificate signed by the secretary-treasurer of the ASSOCIATION concerning the payment of assessments against the lots shall be sufficient evidence of the acts therein stated.

### ARTICLE III.

#### RULES and REGULATIONS

Section 1. Additional Rules and Regulations. The membership may adopt additional rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the ASSOCIATION.

### ARTICLE IV.

#### ARCHITECTURAL DESIGN COMMITTEE

Section 1. Membership. The president, vice-president and secretary-treasurer shall constitute the Architectural Design Committee provided in the protective covenants of the Eaglenest Ranch Subdivision.

Provided, however, until such time as Nelson Associates Realty has sold seventy-five (75%) of the lots of Eaglenest Ranch Subdivision or has otherwise relinquished control of the Architectural Design Committee to the Homeowners Association, Nelson Associates Realty shall appoint the three members of the Architectural Design Committee.

Section 2. Building Permit. No dwelling, building, fencing or other structure shall be commenced, erected or maintained on any lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location and exterior design of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Design Committee. Approval or disapproval by the Architectural Design Committee shall be within thirty (30) days after submission thereof. A vote of a majority of the Architectural Design Committee shall be necessary for any action to be taken by the committee.

#### ARTICLE V.

##### GENERAL PROVISIONS

Section 1. Enforcement. The ASSOCIATION or any owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of these by-laws. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of these by-laws or the application thereof to any person or circumstances held invalid, the invalidity shall not effect other provisions or applications hereof which can be given effect without the invalid provision or application.

Section 3. Amendments. These by-laws may be amended or repealed, or new by-laws may be made and adopted, at any regular or special meeting of the members of the ASSOCIATION, by a two-thirds (2/3) vote of the members of the ASSOCIATION, provided that notice of the intention to amend shall have been contained in the notice of the meeting.

Section 4. Intention. It is the intent of these by-laws that the ASSOCIATION be responsible for implementation and enforcement of the Protective Covenants of Eaglenest Ranch Subdivision to the extent and at such time as Nelson Associates Realty releases its duties and obligations to the ASSOCIATION as provided in the covenants. The ASSOCIATION shall have no authority to take any action that violates the Protective Covenants of Eaglenest Ranch Subdivision.

Section 5. Liability. Except to the extent necessary to enforce the Protective Covenants and by-laws of the ASSOCIATION, the Homeowners Association, and Architectural Design Committee shall not be liable for damages of any type to any owner of the Eaglenest Ranch Subdivision who submits any architectural plans for approval by reason of any action, nonaction, approval or disapproval, or failure to approve or disapprove such architectural plans. And no person or association acquiring title to any property in the Eaglenest Ranch Subdivision or any person or association submitting plans to the Architectural Design Committee for approval shall bring any action or suit to recover damages against Eaglenest Ranch, Homeowners Association, the Architectural Design Committee, its members as individual or as advisors, employers or agents except as provided herein.

Section 6. Written Records. The ASSOCIATION shall maintain complete records of all meetings and action taken including application to the Architectural Design Committee and action taken thereon.

IN WITNESS WHEREOF, these by-laws are executed this 9th day of December, 1982 by Nelson Associates Realty, the owner of Eaglenest Ranch Subdivision.

NELSON ASSOCIATES REALTY  
a Wyoming corporation,

By: R. S. Nelson  
R. S. Nelson-President



ATTEST: Julie M. Nelson-Secretary

STATE OF WYOMING     )  
                                  ) SS.                   ACKNOWLEDGEMENT  
COUNTY OF PARK     )

On this 9th day of December, 1982, before me personally know, who being by me duly sworn, did say that he is the President of Nelson Associates Realty and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said R. S. Nelson acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the 1st day of November, 1983.

Sharon Christensen  
Notary Public



83     ) SS.  
          )     was filed for record  
          )     26 day of January  
          )     2:48 o'clock P. m. and  
          )     80 in Microfilm Book 80  
          )     800  
          )     205478  
Sharon Christensen  
Register of Deeds

AMENDED PROTECTIVE COVENANTS

NELSON ASSOCIATES REALTY, owner of more than 50% of the lots of the Eaglenest Ranch Subdivision, in accord with Paragraph 21 of the Protective Covenants of the Eaglenest Ranch Subdivision recorded at Book 80, Page 791 of the official records of Park County, Wyoming, hereby makes the following amendments to said Protective Covenants, which amendments are to supplement and not replace those Protective Covenants and hereby specifies that these amendments shall constitute covenants to run with all the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitation of all future owners in such subdivision, these amendments being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein.

1. That portion of Paragraph 1 of the Protective Covenants is amended to include the following: No stallions shall be allowed to run loose in a pasture, paddock or any area which is only surrounded with barbed wire or woven wire. All stallion fencing must be of a minimum height of five (5) feet. A stallion is designated as any male horse, not gelded at the age of 14 months for the purposes of these Covenants. The stallion's pasture, paddock or fenced area must not join, connect or be the same one as the fence separating two properties owned by different land owners. No land owner shall keep more than six (6) adult dogs, cats, cattle, or horses, or any combination thereof. Provided, however, upon application to the Architectural Committee, consent for additional numbers or types of animals may be granted so long as the animals do not create a sanitary nuisance or noise nuisance. All animals and pets shall at all times be confined by fence or leash and shall not at any time be permitted to run at large. Types of animals not listed here or approved by the Architectural Committee shall not be permitted within the Subdivision.

2. That portion of Paragraph 3 of the Protective Covenants is amended to provide as follows: Dwellings shall consist of no less than 1000 square feet on the ground floor exclusive of porches and garages. This amendment is to change that restriction of 600 square feet on the ground floor found in the original Protective Covenants.

3. Except as amended herein, all other provisions of the Protective Covenants shall remain in full force and effect and these amendments shall be subject to those Protective Covenants in all respects.

Dated this 14 day of November, 1984.



NELSON ASSOCIATES REALTY  
A Wyoming Corporation

By: RS Nelson  
R. S. Nelson, President

Attest: Julie M. Nelson  
Secretary

STATE OF WYOMING, )  
                          ) SS.  
COUNTY OF PARK. )

On this 14<sup>th</sup> day of November, 1984 before me personally appeared R. S. Nelson, to me personally known, who being by me duly sworn, did say that he is the President of Nelson Associates Realty; and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said R. S. Nelson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 14<sup>th</sup> day of November, 1984.



My Commission Expires: 12-1-85

Sharon Christensen  
Notary Public

808815

STATE OF WYOMING  
COUNTY OF PARK  
IN THE MATTER OF THE APPLICATION OF  
Extension of the By-Laws for the **EAGLENEST SUBDIVISION** for up to one (1) year  
from February 1, 2008 (recorded in Book 80, Page 800) and protective covenants  
(recorded in Book 80, Page 791); as amended (Book 107, Page 246).

Eaglenest Homeowners Association  
% Judith T. Blymyer, President  
1789 Eaglenest Trail  
Powell, WY 82435

**AFFIDAVIT**

I, Judith T. Blymyer acting as the duly elected president of the Eaglenest Homeowners Association deposes and states as follows:

- A. That a copy of the special vote for Extension of Protective Covenants was sent to each member of the association by regular mail on January 8, 2008.
- B. All ballots received on or prior to January 26, 2008 were counted and tabulated as follows:
- 37 Yes (approving the extension)
  - 5 No (not approving the extension)
  - 1 Abstain
  - 7 No response
- C. That a majority of the 50 lot owners have approved the extension and, therefore, the protective covenants for the Eaglenest Homeowners Association will remain in effect to February 1<sup>st</sup> 2009 unless otherwise changed, terminated or extended by a valid vote prior to that time.

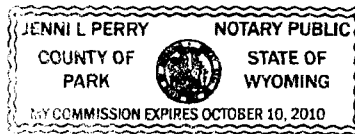
*Judith T. Blymyer, President*  
Judith T. Blymyer, President

Subscribed and Sworn to me before

*Judith T. Blymyer*

This 30<sup>th</sup> day of January, 2008.

*Jenni L Perry*  
Notary Public



Attest: *Robert C. Walton* 1/29/08 date Attest: *Keith Edge* 1/27/08 date  
Robert C. Walton, Treasurer Keith Edge, Vice President

Attest: *Linda Pettengil* 1/27/08 date  
Linda Pettengil, Secretary



Rerecording to correct subdivision name.

STATE OF WYOMING  
COUNTY OF PARK

IN THE MATTER OF THE APPLICATION OF Ranch <sup>JB</sup>  
Extension of the By-Laws for the **EAGLENEST/SUBDIVISION** for up to one (1) year  
from February 1, 2008 (recorded in Book 80, Page 800) and protective covenants  
(recorded in Book 80, Page 791); as amended (Book 107, Page 246).

Ranch Subdivision - JB  
Eaglenest Homeowners Association  
% Judith T. Blymyer, President  
1789 Eaglenest Trail  
Powell, WY 82435

#2008-850  
1 OF 1

02/04/2008  
10:25:00AM

**AFFIDAVIT**

I, Judith T. Blymyer acting as the duly elected president of the Eaglenest Homeowners Association deposes and states as follows:

- A. That a copy of the special vote for Extension of Protective Covenants was sent to each member of the association by regular mail on January 8, 2008.
- B. All ballots received on or prior to January 26, 2008 were counted and tabulated as follows:
  - 37 Yes (approving the extension)
  - 5 No (not approving the extension)
  - 1 Abstain
  - 7 No response
- C. That a majority of the 50 lot owners have approved the extension and, therefore, the protective covenants for the Eaglenest Homeowners Association will remain in effect to February 1<sup>st</sup> 2009 unless otherwise changed, terminated or extended by a valid vote prior to that time.

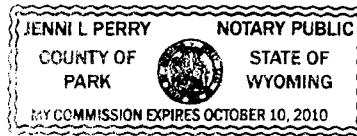
Judith T. Blymyer, President  
Judith T. Blymyer, President

Subscribed and Sworn to me before

This 30<sup>th</sup> day of January, 2008.

Judith T. Blymyer

Jenni L Perry  
Notary Public



Attest: Robert C. Walton  
Robert C. Walton, Treasurer

1/29/08  
date

Attest: Keith Edge  
Keith Edge, Vice President

Attest: Linda Pettengil  
Linda Pettengil, Secretary

1/27/08  
date

REC \$8.00  
PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

PARK COUNTY, CODY, WY  
KELLY JENSEN, COUNTY CLERK

REC \$8.00

01/30/2008  
02:07:00PM

#2008-737  
1 OF 1

STATE OF WYOMING  
COUNTY OF PARK  
IN THE MATTER OF THE APPLICATION OF

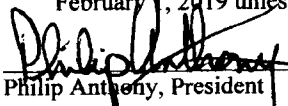
Extension of the By-Laws for the **EAGLENEST RANCH SUBDIVISION** for up to ten (10) years from February 1, 2009 (recorded in Book 80, Page 800) and protective covenants (recorded in Book 80, Page 791); as amended (Book 107, Page 246).

**Eaglenest Ranch Subdivision Homeowners' Association**  
c/o Philip Anthony, President  
1757 Eaglenest Trail  
Powell, WY 82435

**AFFIDAVIT**

I, Philip Anthony, acting as the duly elected president of the *Eaglenest Ranch Subdivision Homeowners' Association* deposes and states as follows:

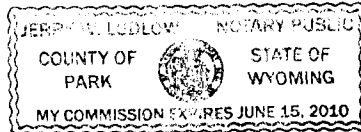
- A. That a copy of the special vote for *Extension of Protective Covenants* was sent to each member of the association by regular mail on May 21, 2008.
- B. All ballots received on or prior to July 2, 2008 were counted and tabulated as follows:
- 36 Yes (approving the extension)
  - 4 No (not approving the extension)
  - 10 No response
- C. That a majority of the fifty (50) lot owners have approved the extension and, therefore, the protective covenants for the *Eaglenest Ranch Subdivision Homeowners' Association* will remain in effect until February 1, 2019 unless otherwise changed, terminated or extended by a valid vote prior to that time.

  
Philip Anthony, President

Subscribed and Sworn to me before Philip Anthony

This 14 day of November, 2008.

  
Notary Public



Attest: David Marquis 11-10-08  
David P. Marquis, Treasurer date

Attest: Gerard Altermatt 11-12-08  
Gerard Altermatt, Vice President date

Attest: David A. Haas 10 Nov. 2008  
David A. Haas, Secretary date

STATE OF WYOMING  
COUNTY OF PARK  
IN THE MATTER OF THE APPLICATION OF

Change of the By-Laws for the EAGLENEST RANCH SUBDIVISION for up to six (6) years from February 1, 2009 (recorded in Book 80, Page 800) and protective covenants (recorded in Book 80, Page 791); as amended (Book 107, Page 246).

**Eaglenest Ranch Subdivision Homeowners' Association**

c/o Jan Clements, President  
1790 Eaglenest Trail  
Powell, WY 82435

**AFFIDAVIT**

I, Jan Clements, acting as the duly elected president of the Eaglenest Ranch Subdivision Homeowners Association, deposes and states as follows:

A. That a copy of the special vote for the **Amendment of three (3) By-Laws** was sent to each member of the association by regular mail on May 10, 2012, after having been duly noted in both the Annual Meeting agenda and the Annual Meeting minutes of April 28, 2012; that a copy of the special vote for the **Amendment of three (3) By-Laws** was re-sent, in order to obtain a two-thirds (2/3) vote, to non-responding homeowners on October 15, 2012.

B. That all ballots received by November 20, 2012 were counted and tabulated as follows:

• **Amendment #1** [add the following language to Article II, Section 9, Maintenance, Assessments, & Liens.]  
"Members have notified the ASSOCIATION that in order to qualify for mortgage loans, the ASSOCIATION is being requested to sign a subordination agreement, specifically, providing that the ASSOCIATION consents to and approves an unconditional subordination of the lien or charge of any dues or assessments in favor of the ASSOCIATION to the mortgage of the member's lender, such that a later mortgage would become prior and superior to the lien or charge of the ASSOCIATION dues and assessments. The ASSOCIATION has determined that it must not inhibit its Members' ability to acquire financing to maintain a viable subdivision and, therefore, the ASSOCIATION officers are authorized to sign a subordination agreement presented to it by a Member, if the Member is then current on the payment for all maintenance of the subdivision roads and snow removal, and current in the payment of such additional dues and assessments as may have been approved as set forth in these Bylaws. A Member shall be deemed current if all assessments, dues and maintenance costs are paid in full at the time of the request made by the Member for a subordination agreement from the ASSOCIATION. In the event that the Member is not current, as provided herein, the officers are not authorized to enter into the subordination agreement."  
33 Yes (approving By-Law Amendment) 1 No 16 No response

• **Amendment #2** [change language in Article II, Section 3, Voting and Quorum. from "...A quorum for any meeting shall be twenty-five (25) lots, and..." - to]  
"A quorum for any meeting shall be twenty-four (24) lots, and..."  
32 Yes (approving By-Law Amendment) 2 No 16 No response

• **Amendment #3** [change language in Article I, Section 1, Definitions. from "...Eaglenest Ranch Subdivision Homeowners Association means an unincorporated association..." - to]  
"Eaglenest Ranch Subdivision Homeowners Association means a Nonprofit Corporation..."  
33 Yes (approving By-Law Amendment) 1 No 16 No response

C. That a majority of the fifty (50) have approved the By-Law Amendments, and therefore the By-Laws, as amended, for the Eaglenest Ranch Subdivision Homeowners' Association will remain in effect until February 1, 2019 unless otherwise changed, terminated, or extended by a valid vote prior to that time.

Jan Clements  
Jan Clements, President

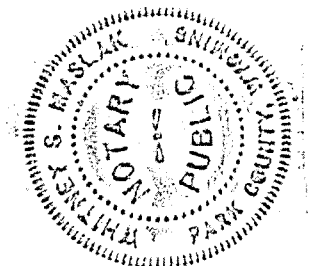
Subscribed and Sworn to me before <sup>WSM</sup> by Jan Clements  
This 14<sup>th</sup> day of November 2013.

Walter S. Maslak  
Notary Public

Attest: Steve Horvath 11/2/13  
Steve Horvath, Vice President date

Attest: Crystal Crowley 11/13/13  
Crystal Crowley, Treasurer date

Attest: Ruth Edge 11/10/13  
Ruth Edge, Secretary date



My commission expires  
October 24, 2017