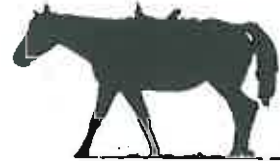




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Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 41

# Declaration of Protective Covenants For



# J • P

## JORDAN PASTURE

Laramie County, Wyoming





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This declaration for Protective Covenants is made as of the 28<sup>th</sup> day of August, 2019 by White River Development, Inc., a Wyoming Corporation (hereinafter called the "Declarant"). Declarant is the Owner of certain real property situated in Laramie County, Wyoming particularly described as Tracts 1 through 85, Jordan Pasture Subdivision, First Filing, named and identified as Jordan Pasture. ("Property" or "Subdivision")

Declarant does hereby declare that the above-described Jordan Pasture shall be subject to the following easements, covenants, conditions and protective restrictions that will bind the grantees, heirs, successors, and assigns of the Owners and future Owners.

## ARTICLE 1. COVENANTS

### Section 1.1. Purpose and Intent.

1.1.2. Intent. Jordan Pasture is a special place. Its rolling hills and open views perfectly situated away from the noise and lights of Cheyenne makes it truly an ideal place for country living. These Covenants are meant to insure that the natural attributes of Jordan Pasture be preserved for all of its residents to appreciate and enjoy. This Declaration of Protective Covenants is made and declared for the creation of a low density rural residential subdivision of exceptional quality and desirability that incorporates and is compatible with ranching and other agricultural activities and lifestyles, wildlife preservation, preservation and protection of grasslands, preservation of the environment and the natural beauty of the Property to the greatest extent possible, in addition to the promotion of the health, welfare, benefit, and enjoyment of the Tract Owners. It is further the intent of this Declaration to provide a common scheme and framework of mutual rights the obligations for the benefit of the Property, its common areas, and all Tract Owners of the Property; to provide guidelines for the orderly development of the Property consistent with the purposes set forth herein; to achieve compatibility of architectural and landscape design within the Property; to establish procedures and processes by which a broad design and development philosophy acceptable to the future Owner(s) of the Property may be created, developed and implemented; and to establish remedies for the violation or threatened violation of this Declaration. It is one of the primary intents of these Covenants to preserve and compliment the "open feel" of the subdivision and to minimize congestion and visual clutter throughout the Subdivision. To the greatest extent possible, homes, barns, buildings, and other man-made structures should be placed and designed in ways which will not obstruct views of the hill tops and ridgelines so that preservation of the natural landscape can be maximized. Each tract within Jordan Pasture is unique in its own way. Due to diverse topography, through the Architectural Control process set forth herein, improvements on certain tracts may be designed differently and variances may be granted but only in an effort to enforce or reinforce the intent of these Covenants.

1.1.3. Purpose. The purpose of this Declaration of Protective Covenants is to protect Tract owners' rights, property values, and harmony in construction in a common interest community to be known as Jordan Pasture (referred to as the Project, or the Property, or Development, or Subdivision, or JP) by subjecting certain real property located in Laramie County, Wyoming, consisting of contiguous Tracts, each comprised of approximately eight (8) acres, to the Covenants contained herein.

1.1.3.1. To provide direction and establish efficient and appropriate guidelines for landscape and architectural creativity without unduly restricting design freedom or development of dwellings in the Development.



1.1.3.2. To protect the quality of life, amenities and aesthetic and environmental values of residents of the Property including, without limitation, open space and feel, natural resources, architectural design, views, dark sky, noise protection, and land values.

1.1.3.3. To provide for the collective access, use, maintenance, preservation, care, upkeep, repair, management, indemnification, operation and improvement of Common Roadways and other Common Property or Common Improvements and the responsibilities of the Association.

1.1.3.4. To protect and enhance wildlife, riparian, and grasslands habitat.

1.1.3.5. To establish procedures, processes, restrictions, limitations, rights, obligations and enforcement remedies that will further the intent and purposes of the Declaration for the mutual benefit of all Owners and residents of the Development.

**Section 1.2. Declaration.** Declarant, for themselves, their successors and assigns, hereby subject the Property, together with all improvements, appurtenances and facilities, if any, relating to or located on the Property now and in the future, and hereby impose upon all of the Property (with the exception of Tracts 38 and 85 described in subsection 1.2.1. below) the covenants, conditions, restrictions, easements, reservations, rights of way and other provisions of this Declaration, and Declarant hereby declares that all of the Property (with the exception of Tracts 38 and 85 described in subsection 1.2.1. below), and any property hereafter made subject to this Declaration, shall be held, sold, conveyed, encumbered, used, rented, occupied and improved subject to the provisions of the Declaration.

**1.2.1. Tracts 38 and 85.** Tract 38 and Tract 85 are exempt from certain restrictions set forth in these Covenants so that Don Bosman may use these tracts in conjunction with agricultural activities associated with State of Wyoming Grazing Leases on the adjoining State of Wyoming owned lands. So long as Don Bosman is the owner of Tracts 38 and 85, and so long as Don Bosman is the grazing lessee of the adjoining State of Wyoming lands, and so long as Don Bosman uses these tracts for ordinary livestock operations in association with his respective State of Wyoming Grazing leases, then nothing in these covenants shall restrict his ordinary use thereof. Should any of the foregoing conditions cease to be met, then Tracts 38 and 85 shall fall completely under the declaration of protective covenants set forth herein. Should Don Bosman construct any structure or fixture (corrals or holding pens) on either Tract 38 or 85, those improvements must comply with these Covenants. Tracts 38 and 85 are still completely subject to these Protective Covenants as they relate to any and all things unrelated to Don Bosman's ordinary livestock operations.

Notwithstanding the foregoing, Tracts 38 and 85 are not exempt from certain assessments of Jordan Pasture Homeowner's Association. The Owner of Tracts 38 and 85 shall always be responsible for any and all assessments of the Association but only as it relates to use of the Subdivisions private common roads and gas/electric utilities (not fiber optic/communications). Should Tracts 38 and 85 ever be used for residential purposes or sold to a third party from Don Bosman, then Owner of Tracts 38 and 85 shall be assessed as any other member of the Association. The Owner(s) of Tracts 38 and 85 shall always have the same voting rights as any other member of the association.

**Section 1.3. Covenants Running with the Land.** All provisions of this Declaration shall be deemed to be covenants running with the land, or equitable servitudes, as the case



may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and inure to the benefit of Declarant, and all Owner (as defined below) and their respective heirs, executors, representatives, successors and assigns.

## ARTICLE 2. DEFINITIONS

The following words, when used in this Declaration, shall have the meanings set forth below, unless the context expressly otherwise requires:

**Section 2.1. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and the one vote allocated to each Tract in the Subdivision. The Allocated Interests and formulas to establish them are set forth in Article 3.

**Section 2.2. Architectural Standards.** "Architectural Standards" are the rules and regulations as established by this Declaration and from time to time by the Board of Directors and as implemented by the Architectural Control Committee in accordance with the provisions of Articles 7 and 8 of this Declaration.

**Section 2.3. Assessment.** An "Assessment" means the annual assessment, default, and special assessments which may be levied against Owners pursuant to this Declaration.

**Section 2.4. Association.** The "Association" is Jordan Pasture Home Owners Association, Inc., a Wyoming nonprofit corporation ("JP HOA"), and its successors and assigns, established to administer and enforce the terms and conditions of this Declaration of Covenants, conditions, restrictions, and management of common areas.

**Section 2.5. Board or Board of Directors.** The "Board" or "Board of Directors" is the governing body of the Association, as provided in the Articles of Incorporation, Bylaws of the Association, and in this Declaration.

**Section 2.6. Budget.** "Budget" shall mean a written, itemized estimate of the expenses (including any reserved funds) anticipated to be incurred, and the income anticipated to be received, by the Association, in performing its functions under this Declaration. The annual Budget shall be prepared as provided in Section 5.8.

**Section 2.7. Building Envelope.** An "Envelope" is defined as a portion of each Tract selected by each owner in accordance with the Architectural Standards for building a primary residence, dwelling, and accompanying out-buildings. Envelopes may not extend into or infringe upon any easements, which are identified on the Plat. Building Envelopes are further defined and in Section 8.2 herein.

**Section 2.8. Bylaws.** The "Bylaws" are the Bylaws adopted by the Association, or any instrument however denominated, which is adopted by the Association for the management of the Association, as may be supplemented and amended from time to time.

**Section 2.9. Committee.** The "Committee" is the Architectural Control Committee created in accordance with Article 7 hereof.



**Section 2.10. Common Elements.** "Common Elements" means all of the easements granted to the Association and identified as Common elements in Section 5.2 hereof and as shown on the Survey, and improvements made to the Property which serve all Tract Owners.

**Section 2.11. Common Expense Liability.** "Common Expense Liability" is the liability allocated to each Tract for Common Expenses pursuant to this Declaration.

**Section 2.12. Common Expenses.** "Common Expenses" are the expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, as more fully described in Article 6.

**Section 2.13. Costs of Enforcement.** "Costs of Enforcement" means all fees, fines, late charges, interest, expenses, costs, attorney's fees and disbursements incurred by the Association in connection with the collection of annual, special, and default assessments or in connection with enforcement of the terms, conditions and obligations of the Project Documents.

**Section 2.14. Declarant.** "Declarant" shall mean White River Development, Inc., a Wyoming Corporation and its successors and assigns is the "Declarant".

**Section 2.15. Declaration.** "Declaration" means this Declaration of Protective Covenants for Jordan Pasture, together with all supplements and amendments, and any other recorded instrument however denominated which exercises a Development Right, executed by Declarant, or as otherwise permitted hereunder, and recorded in the Records, "Declaration" includes the Survey and any other survey map or plat, if an, recorded with this Declaration of any amendments or supplements hereto without specific reference thereto.

**Section 2.16. First Mortgagee.** "First Mortgagee" means the holder of a Security Interest in a Tract which has priority over all other Security Interests in the Tract, except those liens made superior by statute (such as general ad valorem tax liens and special assessments).

**Section 2.17. Limited Common Elements.** "Limited Common Elements" are those portions of the Common Elements which are limited to and reserved for use in connection with one or more, but fewer than all, of the Tracts. No Limited Common Elements are designated by this Declaration.

**Section 2.18. Management Agreement.** "Management Agreement" means any contract or arrangement entered into for the purpose of discharging the responsibilities of the Board relative to the operation, maintenance and management of the Project.

**Section 2.19. Managing Agent.** "Managing Agent" means a person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services on behalf of the Association.

**Section 2.20. Occupant.** "Occupant" means any member of an Owner's family, or an Owner's guest, invitee, servant, tenant, employee, or licensee who occupies a Tract or is on the Common Elements for any period of time.

**Section 2.21. Owner.** "Owner" means the Declarant, or any other person who holds record title to a Tract (including a contract seller, but excluding a contract purchaser) and excluding any person having a Security Interest in a Tract unless such person has acquired record title to the Tract pursuant to a foreclosure or any proceeding in lieu of a foreclosure.





**Section 2.22. Period of Declarant Control.** The "Period of Declarant Control" is the period of time permitted in Section 4.6 of this Declaration, during which the Declarant may, at its option, control the Association.

**Section 2.23. Project Documents.** "Project Documents" shall mean the basic documents which create and govern Jordan Pasture, including, without limitation, this Declaration, the Articles of Incorporation and Bylaws of the Association, any Rules and Regulations relating to the Project adopted by the Association by the Board of Directors, and any Architectural Standards established by the Board.

**Section 2.24. Property.** The "Property" shall mean the real property as defined as Tracts 1 through 85, Jordan Pasture, First Filing.

**Section 2.25. Purchaser.** "Purchaser" is a person, other than Declarant, who by means of a transfer, acquires legal or equitable title to a Tract, other than a leasehold estate of less than forty (40) years, or a Security Interest.

**Section 2.26. Records.** "Records" means the real estate records in the office of the Clerk and Recorder of Laramie County, Wyoming.

**Section 2.27. Rules and Regulations.** "Rules and Regulations" means the rules and regulations promulgated by the Board for the management, safety, control, and orderly operation of the Development for the purpose of effectuating the intent of this Declaration and to enforce the obligations set forth in these Covenants, as the same may be amended and supplemented from time to time.

**Section 2.28. Security Interest.** "Security Interest" is an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, security deed, contract for deed, sales contract, lease intended as security, assignment of leases or rents intended as security, or any other consensual lien retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

**Section 2.29. Single Family Residence.** "Single Family Residence" shall mean a single primary or principle building designed and constructed for use by one nuclear family for residential habitation. Only one Single Family Residence is allowed per Tract.

**Section 2.30. Special Declarant Rights.** "Special Declarant Rights" are those rights reserved by the Declarant in Article 9 hereof.

**Section 2.31. Survey.** The "Survey" means the survey of the Property prepared by a licensed surveyor and recorded in the Records immediately subsequent to this Declaration, including any amendments and supplements hereto, without specific reference hereto.

**Section 2.32. Tract.** A "Tract" is a lot, tract, parcel or plat of land shown on the Jordan Pasture Plat in which is designated for Separate Ownership or occupancy. The boundaries of each Tract shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Tract in the Project as more specifically set forth on



the Plat. For the purposes of these Covenants the term "Tract" may be used interchangeably with the term "Lot."

### ARTICLE 3. ALLOCATED INTERESTS

**Section 3.1. Allocation of Interests.** The Allocated Interest assigned to each Tract shall be equal or when stated as a percentage of the whole, shall total 100% for purposes of this Declaration. These interests have been allocated in accordance with the formulas set out below.

**Section 3.2. Formulas for Allocations of Interests.** The interests allocated to each Tract have been calculated on the following basis:

A. Common Expenses Liability. The percentage of liability for Common Expenses for each Tract is based on the total number of Tracts. Each Tract in the project shall share liability for Common Expenses equally. The Common Expense Liability for each Tract shall be computed by multiplying the total amount to be raised by any Assessment for that year by a percentage (which may be rounded up to the nearest one-tenth (1/10) of one percent (0.1%)) derived from a fraction, the numerator of which is one and the denominator of which is the total number of Tracts in the Project

B. Votes. Each Tract in the Project shall have one (1) equal vote. Any specified percentage, portion of fraction of Owners, unless otherwise stated in the Project Documents, means the specified percentage, portion or fraction of all the votes.

### ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS

**Section 4.1. The Association.** The Association shall have the duties, powers and rights set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association. The affairs of the Association shall be managed by a Board of Directors. The Board may, by resolution, delegate portions of its authority to committees, officers or agents and employees of the Association, but such delegation shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association.

**Section 4.2. Association Membership.** Every Tract Owner shall be a member of the Association and shall remain a member of the Association for the entire period of the Owner's ownership of a Tract. No Owner, whether one or more persons, shall have more than one (1) membership per Tract owned, but all of the persons or entities owning a Tract shall be entitled to rights of membership and use and enjoyment appurtenant to ownership of the Tract. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Tract. If title to a Tract is held by a firm, corporation, partnership, association or other legal entity, such entity shall by appropriate entity action designate a representative for such entity, and such representative shall have the power to cast the vote of the Owner as a member of the Association. If title to a Tract is held by more than one (1) individual or other legal entity or any combination thereof, such individuals, entity or entities shall by written instrument executed by all such parties and delivered to the Association appoint and authorize one (1) person or alternate persons to represent the Owners of the Tract. Such representatives shall be a natural person who is an Owner, or a designated representative of any other entity, and such representative shall have the power to cast votes on behalf of the Owners as a member of the Association, and to serve on the Board of Directors if elected, subject to the provisions of the Bylaws. Notwithstanding the foregoing, if the Association has not received the



written instrument required above and only one of the multiple Owners of a Tract is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Tract. If the Association has not received the written instrument required above and if more than one of the multiple Owners of parcel are present, the Association may assume that any Owner who casts the vote allocated to that Tract is entitled to do so unless one or more of the owners of the Tract promptly protests to the person presiding over the meeting. If such protest is made, the vote allocated to the Tract may only be cast by written instrument executed by all Owners of the Tract present at the meeting.

**Section 4.3. Voting Rights and Meeting.** Each Tract in the Project shall have one (1) vote, except that no votes allocated to a Tract owned by the Association, if any, may be cast. The total number of votes which may be cast in connection with any matter shall be equal to the total number of Tracts then existing within the Property. A meeting of the Association shall be held at least once a year. Special meetings of the Association may be called by the President, by a majority of the Board of Directors, or by Owners having at least the percentage of votes specified in the Bylaws. Not less than fourteen (14) and no more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand delivered or sent prepaid by the United States Mail to the notice address of each Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda including the general nature of any proposed amendments to this Declaration or to the Bylaws, any budget changes, and any proposal to remove an officer or member of the Board of Directors. Unless the Bylaws provide for a lower percentage, a quorum is deemed present throughout any meeting of the Association if persons entitled to cast fifty-one (51%) percent of the votes which may be cast for election of the Board of Directors are present, in person or by proxy, at the beginning of the meeting. In the event a quorum is not present at the beginning of the meeting, the meeting may be postponed to a later date or time and notice will be provided in accordance with the Bylaws. Unless the Bylaws provide for a lower percentage, the quorum for a meeting which has already been postponed due to failure to meet quorum requirements, shall be at least thirty-five percent (35%) of the votes which may be cast.

**Section 4.4. Addresses for Notice.** All owners of each Tract shall have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. Unless and until the Owner or the representative of the Owners of a Tract shall furnish another address for notice purposes as required under this Section, the address of the Tract shall be deemed the registered address of the Owner or Owners for notice purposes. If the address of the Tract is the registered address of the Owners for notice purposes, then any notice shall be deemed duly given if delivered to any person occupying the Tract, or, if the Tract is unoccupied, if the notice is held and available for the Owner or Owners at the principal office of the Association. Notices given in accordance with this section may be sent by hand delivery, which shall be effective upon receipt, by overnight courier service, which shall be effective one day after deposit with the courier service; by regular, registered or certified U.S. mail, postage prepaid, which shall be effective three days after deposit in the mail.

**Section 4.5. Transfer Information.** All Purchasers of Tracts shall provide the Association with written notice of the Purchaser's name, address, Tract owned, date of transfer and name of the former Owner within ten days after the date of transfer. Purchaser shall also provide a true and correct copy of the recorded instrument conveying or transferring the Tract or such other evidence of the conveyance or transfer as is reasonably acceptable to the Association. In addition, the Association may request such other information as the Association reasonably determines is necessary or helpful in connection with maintaining information



regarding conveyances and transfers of Tracts. The Association or the Managing Agent shall have the right to charge the Purchaser a reasonable fee for processing the transfer in the records of the Association.

**Section 4.6. Period of Declarant Control.** There shall be a Period of Declarant Control of the Association, during which the Declarant, or persons designated by the Declarant, may appoint and remove the members of the Board of Directors who have been appointed by the Declarant. The Period of Declarant Control shall commence on the filing of the Article of Incorporation of the Association and shall terminate no later than ninety (90) days after conveyance of eighty (80) tracts.

The Declarant may voluntarily surrender the right to appoint and remove members of the Board of Directors before termination of the Period of Declarant Control, but in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Board of Directors, as described in a recorded instrument executed on behalf of the Declarant, be approved by the Declarant before they become effective.

**Section 4.7. Required Election of Owners.** No later than ninety (90) days after conveyance of at least fifty percent (50%) of the Tracts to Owners other than Declarant, not less than thirty-three and one-third (33 1/3%) of the members of the Board of Directors must be elected by Owners other than the Declarant. No later than ninety (90) days after the Period of Declarant Control, the Owners shall elect a Board of Directors of at least three members, at least a majority of whom shall be Owners other than the Declarant or designated representatives of Owners other than the Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and the officers shall take office upon election.

**Section 4.8. Removal of Members of the Board of Directors.** Notwithstanding any provision of this Declaration or the Bylaws to the Contrary, following notice and an opportunity to be heard as required by this Declaration, by a two-thirds (2/3) vote of all persons present in person or by proxy and entitled to vote at a meeting of the Owners at which a quorum is present, may remove a member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

## ARTICLE 5. ASSOCIATION POWERS AND DUTIES

**Section 5.1. Association Management Duties.** Subject to the rights and obligation of Declarant and other Owners as set forth in the Declaration, the Association shall be responsible for the administration and operation of the Property and for the exclusive management, control, maintenance, repair, replacement and improvement of the Common Elements and the Limited Common Elements, if any shall keep the same in good, clean, attractive and sanitary condition, order and repair. The expenses, costs and fees for such management, control, operation, maintenance, repair, replacement and improvement by the Association shall be part of the Assessments, and prior approval of the Owners shall not be required in order for the Association to pay such expenses, costs and fees. The Association shall establish and maintain, out of the installments of annual Assessments, an adequate reserve account for maintenance, repair or replacement of those Common Elements, if any, which must be maintained repaired or replaced on a periodic basis. The Association shall adopt and amend budgets for revenues, expenditures and reserves which will be the basis for collection of Assessments for Common Expense from Owners. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirement that it provide



statements of status of Assessments. All financial and other records of the Association shall be made reasonably available for examination by any Owner and such Owner's authorized agents.

**Section 5.2. Grant of Easements, Description of Common Elements.** Declarant does grant, sell and convey and dedicate to the Association for the common use of the Association and the Owners, Occupants, their tenants, guests, servants, invitees, successors and assigns the following easements:

- A. Common Roads.** All interior roads (including White Eagle Drive to Crazy Horse Drive) shall be private roads for the exclusive use and benefit of the Tract Owners of Jordan Pasture, their licensees, fire protection, emergency response vehicles, school busses, postal service vehicles, and private service invitees. In addition, the owner(s) of Jordan Pasture tracts shall retain the right to use common roads subject to the conditions set forth below.

There shall be an easement across the roads for general underground utility installation, use, and maintenance. There is a perpetual, non-exclusive, eighty foot (80') wide private road right of way and easement and ten (10), one hundred foot (100') in radius cul-de-sacs easements in, over, across, under and through the property as shown on the Jordan Pasture final plat and as described in the survey description of easements and recorded easements. The road construction within the easement is private to the ownership of the Jordan Pasture Tract Owner(s), members of the Association and the Association. For the purposes of Section 6.1 herein, all roads within the subdivision shall be considered Common Elements and will be maintained by the Jordan Pasture Homeowner's Association with assessments being paid by the owners of the Tracts within Jordan Pasture. The roadways shall be constructed and maintained to Laramie County approved standards in effect at time of construction, and will not be maintained by Laramie County or the State of Wyoming.

White Eagle Drive is a common private road for the benefit of the Subdivision that runs along a portion of S1/2 of Section 22, Township 15 North, Range 66 West, 6<sup>th</sup> P.M., Laramie County of Wyoming. The Association shall be responsible for the maintenance and upkeep of this portion of the road. The Owner of this portion of land that serves White Eagle Drive shall not be obligated or responsible for assessments in association with the maintenance or upkeep and shall have free use of this portion of White Eagle Drive.

Jordan Ranch Tracts are situated north of the Jordan Pasture Subdivision (Tracts 8, 9, 16, 17, 20, 21, 22, and 23, Jordan Ranch Record of Survey, Laramie County, Wyoming, as recorded on 6/26/2008, Book 2065, Page 676, Reception No. 502783). Jordan Ranch, llc is the current owner of the Jordan Ranch Tracts. So long as Jordan Ranch, llc owns the Jordan Ranch Tracts, Jordan Ranch, llc shall have full and unfettered use of the Subdivision's private common roads and shall not be responsible for any assessments associated therewith. If Jordan Ranch, llc sells, transfers or conveys any portion, subdivided tract, or all of the Jordan Ranch Tracts to a non-affiliated third party, that third party must pay assessments (per undivided Ownership interest) as any member of the association for that ownership interest's use of the Subdivision's roads.



- B. Utility and Trail Easements and Common Elements.** An additional ten foot (10') Utility Easement and Trail Easement on each side of the common roadway right of way easement described in Section 5.2, Paragraph A, established for the purpose of installing underground utilities and for the purpose of non-motorized pedestrian and equestrian ingress, egress, and related uses. Common Elements shall include all the Trail right of way and road right of way and may be used for ingress and egress for the enjoyment of all Tracts Owners. The Association is under no obligation or responsibility to maintain any Common Element for the use as a trail. Underground electrical, natural gas and communication utility lines have been installed in utility easements. Connections from the tracts or home sites within the property to the utility lines shall be completed at the expense of the owner of that Tract and shall be underground bury installation.
- C.** Declarant does hereby create and reserve for the benefit of the Association, its successors and assigns, **perpetual and nonexclusive easements** over the Tracts as may be necessary and appropriate for the Association to perform its duties and functions as necessary under this Declaration. All of the easements granted hereby and all improvements constructed thereon are the Common Elements owned by the Association.
- D. Water Cistern.** Tract 38 has a buried water cistern for the use by the Laramie County Fire Department No. 2. As such, the Fire Department has an easement for said cistern and shall have unfettered and unobstructed access to the water cistern at all times. It is the duty of the Association to coordinate with the Fire Department for any and all needs it may have in relation to the Fire Department's access, upkeep, up-grades, and maintenance thereof.

**Section 5.3. Association Powers.** The Association has been formed to further the common interests of its members. The Association, acting through its Board of Directors or person to whom said Board of Directors has delegated such powers, shall have the duties and powers hereinafter set forth, as well as the power to do anything which may be necessary or desirable to further the common interests of the Owners to maintain, improve and enhance the Common Elements, and to improve and enhance the attractiveness and desirability of the Tracts.

**Section 5.4. Actions by the Board of Directors.** Except as specifically otherwise provided in this Declaration or the Bylaws, the Board of Directors may act in all instance on behalf of the Association; provided, however, the Board may not act on behalf of the Association to amend this Declaration, to terminate the Project, or to elect members of the Board of Directors, or to determine the qualifications, powers and duties, or terms of office of members of the Board of Directors. The Board of Directors may, however, fill vacancies in its membership for the unexpired portion of any term.

**Section 5.5. Board of Director Meetings.** All meetings of the Board of Directors at which action is taken by vote will be open to Owners, except meetings of the Board of Directors may be held in executive session, without giving notice and without the requirement that they be open to Owners in the following situations: (1) no action is taken at the executive sessions requiring the affirmative vote of the members of the Board; (2) the negotiations, enforcements actions, or matters involving the invasion of privacy of individual Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board of Directors.



**Section 5.6. Right to Notice and Hearing.** Whenever the Project Documents require that action be taken after "notice and hearing" the following procedures shall be observed:

The party proposing to take action (i.e., the Board, a committee, an officer, the Managing Agent) shall give notice of the proposed action to all Owners whose interests the proposing party reasonably determines would be significantly affected by the proposed action. The notice shall be delivered personally or by mail not less than ten (10) days before the proposed action is to be taken. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person(s) shall have the right personally or by representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision in the same manner in which notice of the hearing was sent. Any Owner having a right to notice and hearing, shall have the right to appeal the Board of Directors from a decision of a proposing party other than the Board of Directors by filing written notice of appeal with the Board of Directors within ten (10) days after being notified of the decision. The Board of Directors shall conduct a hearing within forty-five (45) days, giving the same notice and observing the same procedures as were required for the original hearing. Any party to such hearing shall have the right to appeal the decisions of the Board of Directors to arbitration as set forth in Section 5.7 below.

**Section 5.7. Arbitration.** In the event of any dispute arising among individual Owners and/or the Association, and/or the Declarant, concerning any provision of the Declaration or the other Property Documents, or concerning the outcome of any hearing as set forth in Section 5.6 above, the same shall be determined by arbitration, which arbitration shall be conducted in accordance with the procedural rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The selection of an arbitrator shall be made by the American Arbitration Association, upon the application of any party. Each party to the arbitration shall pay costs thereof as determined by the arbitrator. As for any dispute arising pursuant to a hearing conducted in accordance with Section 5.6, notice of intent to arbitrate must be given to the Association and to any other parties within fifteen days after being notified of the decision of the Board of Directors.

**Section 5.8. Annual Budget.** The Board of Directors of the Association shall cause to be prepared, at least sixty (60) days prior to the commencement of each calendar year, a Budget for such calendar year. The Budget shall show, in reasonable detail, the categories of expenses and shall reflect any expected income of the Association for the coming calendar year and any expected surplus from the prior year. The Budget may include an amount for contingencies. A summary of the Budget approved by the Board shall be mailed to the Owners within thirty (30) days after its adoption, along with a notice of a meeting of the Association, to be held not less than fourteen (14) nor more than sixty (60) days after the mailing of the Budget to the Owners. Unless at the meeting a majority of all Owners, rather than a majority of those present voting in person or by proxy, reject the proposed Budget the Budget is ratified whether or not a quorum is present at the meeting. In the event the proposed Budget is rejected, the last Budget ratified by the Owners shall continue to be the Budget of the Association until such time as the Owners ratify a subsequent Budget proposed by the Board as provided above.

**Section 5.9. Payments to Working Capital.** In order to provide the Association with adequate working capital funds, the Association will collect the sum of \$500.00 from Purchasers at the time of the initial sale of each Tract by Declarant. Declarant/Developer shall not be



subject to this payment to working capital. The capital contribution shall be used to create a reserve fund for the Association. Such payments to the reserve fund shall not be refundable by the Association upon resale of a Tract and shall not be considered advance payments of annual Assessments. Such payments shall remain in the reserve fund and shall not be used by the Association during the Period of Declarant Control and will be turned over to the Association, together with all other funds designated for the Association reserve fund, upon the termination of the Period of Declarant Control.

## ARTICLE 6. ASSESSMENTS

**Section 6.1. Common Expenses.** Common Expenses are expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves, including, but not limited to (1) expenses of the administration, insurance, operation, management, repair and replacement of the Common Elements except to the extent such repairs and replacements are the responsibility of an Owner as provided in this Declaration; (2) expenses declared Common Expenses by this Declaration or the Bylaws; (3) all sums lawfully assessed against the Tracts by the Board of Directors; (4) expenses agreed upon as Common Expenses by the members of the Association; and (5) expenses provided to be paid pursuant to any Management Agreement.

**6.1.1. Fiber Optic.** It is the intent of the Declarant/Developer to equip Jordan Pasture with Fiber Optic infrastructure. In order to provide fiber optic services (such as high speed internet) in this rural subdivision, the Association must guarantee 100% subscription of its members. Therefore, for the duration of ten (10) years from the date of this Declaration, each member shall be assessed its pro-rated monthly cost of subscription for fiber optic services as part of its annual assessment whether that member uses the services or not. Owners who have combined Tracts pursuant to Section 8.4(C) shall still be responsible for each pro-rated assessment for fiber optic for each original Tract. The anticipated cost of each individual tract's subscription to fiber optic service is estimated to be between \$50 to \$75 per month and will account for full internet subscription service. The Association will be responsible for paying the fiber optic provider for this service through the monthly billing cycle.

**6.1.2. Electric and Gas Utility Deposit for Unimproved Tracts (typically Tracts held for investment). This Section ONLY APPLIES if an Owner does not connect to Electric and Gas Utility Services within eight (8) years from the date of these Covenants. The availability of natural gas and electric utility services to each Tract is included in the purchase price of each Tract. However, The Declarant/Developer has paid deposits with Black Hills Energy for natural gas service and High West Energy for electric service to serve the Subdivision. These deposits have always been required by utility companies to insure their investment in the infrastructure in the event there is no end-user. There is no mandatory time frame for a new owner of a Tract to build a Principal or Primary Dwelling. As such, there is no assurances that a Tract will be hooked up to gas and electric services and therefore no way for the Developer/Declarant to recoup the deposits it has paid. Therefore, should a Tract Owner elect not to construct a Principal or Primary Dwelling that connects to both of these utility services within eight (8) years from the date of these Covenants, then the Owner of the Tract shall be assessed the pro-rata share of the overall Developer/Declarant deposits. Should a new Owner construct a Principal or Primary Dwelling that connects to both of these services within eight (8) years from the date of these Covenants, then there is no need**





for this assessment. Should a Tract Owner purchase a Tract and then sell it to a new Owner, that new Owner is still bound to this eight (8) year deadline.

The estimated value of each tract's pro-rata share of these deposits is Six Thousand Nine Hundred Dollars (\$6,900) for electric service and Two Thousand Dollars (\$2,000) for natural gas service. The total of these two deposits is approximately Eight Thousand, Nine Hundred Dollars (\$8,900). This sum shall be assessed, due and payable to the Developer/Declarant. The Declarant reserves all rights to these reimbursements for non-service including but not limited all rights to legal remedies for the payment thereof including, but not limited to, to all legal actions and lien rights reserved to the Association set forth herein. This assessment shall still apply to Owners who have combined Tracts pursuant to Section 8.4(C) unless that Owner has separate utility services (separate meter sets) that serve each of the original Tracts.

**Section 6.2. Annual Assessments.** The Association shall levy annual Assessments to pay the Common Expense Liability allocated to each Tract pursuant to this Declaration. The failure by the Board of Directors to levy an annual Assessment for any year shall not be a release of such Assessment for that or any subsequent year. In the event of such a failure, the annual Assessment for the immediately preceding year shall continue in effect until a new amount has been established as provided in this Declaration. The initial annual Assessment shall be based upon a Budget of the Association's cash requirements for upkeep of the Property, including maintenance, repair and replacement of the Common Elements as required by the Project Documents. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of or provisions for reserves, shall be retained by the Association and may be credited to reduce the Owners' future assessments for Common Expenses. At the time of this Declaration, it is roughly estimated that the **Annual Assessment of \$250.00** per Tract is necessary for road maintenance and snow removal. This is in addition to the assessment for Fiber Optic service as described in Section 6.1.1. above. This assessment may be adjusted in the future as deemed necessary by the Board, subject to approval by a majority of the Tract Owners of Jordan Pasture. The funds generated from this assessment will be deposited each year in a separate account named the Jordan Pasture HOA Account, which will be under the control of the Jordan Pasture Homeowner's Association. All Tract Owners shall be responsible for paying annual assessments whether they have constructed on the Tract or not. The Declarant shall not be obligated or responsible for any assessments.

**Section 6.3. Apportionment of Annual Assessment.** The total annual Assessment for any fiscal year of the Association shall be assessed to the Tracts in the proportion to their Allocated Interests in the common Elements subject to (1) Common Expenses associated with the maintenance, repair or replacement of Limited Common Elements, if any which shall be assigned equally or on such other equitable basis as the Board of Directors shall determine to Tracts to which specific Limited Common Elements are appurtenant; (2) any increased cost of insurance based upon risk which shall be assessed to Tracts in proportion to the risk; and (3) any Common Expense caused by the misconduct of any Owner(s), may be assessed equally or on such other equitable basis as the Board of Directors shall determine against such Owner(s). Owners who own multiple Tracts shall be assessed according to the number of the original Tracts purchased whether they have been combined or not. All such allocations of Common Expenses to Tract on a basis other than the Tracts' Allocated Interest in Common elements shall be made at the sole discretion of the Board of Directors. Any billing for an Assessment may indicate terms that are specifically allocated as set forth above.



**Section 6.4. Special Assessment.** In addition to annual Assessments authorized above, the Board of Directors may at any time and from time to time determine, levy, and assess in any fiscal year a special Assessment applicable to that particular fiscal year (and for any such longer period as the Board may determine) for the purpose of defraying, in whole or in part, the unbudgeted costs, fees and expenses of any construction, reconstruction, repair, demolition, replacement, renovation or maintenance of the Property, specifically including any fixtures and personal property related to it. Any amounts determined, levied, and assessed pursuant to this Declaration shall be assessed to the Tracts pursuant to the provisions of Section 6.4 set forth above. Any special Assessments shall be subject to the same requirement for review and approval by the Owners as the Budget. The Declarant shall not be obligated or responsible for any special assessments.

**Section 6.5. Due Dates for Assessments.** Unless otherwise determined by the Board of Directors, the annual Assessments and any special Assessments shall be due and payable annually in advance to the Association at its office or as the Board may otherwise direct in any Management Agreement. Unless otherwise determined by the Board, and except for the initial notice of annual or any special Assessments, notices of the amount of the Assessment shall be forwarded during the month of December for the following year, payable within thirty (30) days of receipt of notice. If any Assessment shall not be paid within thirty (30) days after it shall have become due and payable, the Board of Directors may assess a late charge, default interest charge, fee or such other charges as the Board of Directors may fix by rule from time to time to cover the additional expenses involved in handling delinquent Assessments. Until established or changed by the Board of Directors, the default interest rate shall be twelve percent (12%) per annum.

**Section 6.6. Default Assessment.** The Association may, subject to the provisions of this Declaration, levy an Assessment against an Owner if the willful or negligent failure of the Owner or an Occupant of the Owner's Tract to comply with the Project Documents shall have resulted in the expenditure of funds by the Association to remedy such failure or cause such compliance. Such Assessment shall be known as "default Assessments", and may be subject to notice and hearing under the provisions of this Declaration. All Costs of Enforcement assessed against a Tract pursuant to the Project Documents, or any expense of the Association, which is the obligation of an Owner pursuant to the Project Documents shall become a default Assessment against the Owner's Tract. Notice of the amount and demand for payment of such default Assessment shall be sent to the Owner prior to enforcing any remedies for nonpayment hereunder.

**Section 6.7. Remedies to Enforce Assessments.** Each Assessment levied hereunder shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed. In the event of a default in any payment of any Assessment, the Board of Directors may, in addition to any other remedies provided under this Declaration or by law, enforce such obligation on behalf of the Association by suit or by filing a foreclosure of lien as hereafter provided. Further, the Board reserves the right to shut off fiber optic services. In the event that fiber optic service is shut off under this Section, the monthly fiber optic assessment shall continue to be assessed.

**Section 6.8. Lawsuit to Enforce Assessments.** The Board of Directors may bring a suit at law to enforce any Assessment obligation. Any judgment rendered in such action shall include any late charge, interest and other Costs of Enforcement including reasonable attorneys' fees in an amount a court may determine, against the defaulting Owner.



**Section 6.9. Lien to Enforce Assessments.** The Association has a statutory lien on any Tract for any Assessment of Costs of Enforcement levied against such Tract or the Owner thereof. Recording of this Declaration constitutes record notice and perfection of the lien. However, the Board of Directors may also elect to file a claim of lien against the Tract of the delinquent Owner by recording a notice setting forth (1) the amount of claim of delinquency; (2) the interest and Costs of Enforcement which have accrued thereon; (3) the legal description and street address of the Tract against which the lien is claimed and (4) the name of the Owner thereof. Such notice shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. If such a lien was recorded by the Association, then when all amounts claimed under the lien have been fully paid or otherwise satisfied, the Association shall execute and record a notice releasing the lien upon payment of the Owner of a reasonable fee as fixed by the Association to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in the manner for foreclosure of mortgages in the State of Wyoming.

**Section 6.10. Purchaser's Liability for Assessments.** Notwithstanding the personal obligation of each Owner to pay all Assessments on the Tract; all Purchasers shall be jointly and severally liable with the prior Owner(s) for any and all unpaid Assessments against such Tract, without prejudice to any such Purchaser's right to recover from any prior Owner and amounts paid thereon by such Purchaser. A Purchaser's obligation to pay Assessments shall commence upon the date the Purchaser becomes Owner of a Tract and any dues shall be paid at the time of Closing. For Assessment purposes, the date a Purchaser becomes an Owner shall be determined as follows: (1) in the event of a conveyance or transfer by foreclosure, the date the Purchaser becomes the Owner shall be deemed to be upon the expiration of all applicable redemption periods; (2) in the event of a conveyance or transfer by deed in lieu of foreclosure, a Purchaser shall be deemed to become the Owner of a Tract upon the execution and delivery of the deed or other instruments conveying or transferring title of the Tract, irrespective of the date the deed is recorded. However, such Purchaser shall be entitled to rely upon the existence and status of unpaid Assessments as shown upon any certificate issued by or on behalf of the Association to such Purchaser pursuant to the provisions set forth below in this Declaration.

**Section 6.11. No Offsets.** All assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason, including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

**Section 6.12. Statement or Status of Assessments.** Upon fourteen (14) days written notice to the Managing Agent or Board of Directors and payment of a reasonable fee set from time to time by the Board of Directors, any Owner, holder of a Security Interest, prospective Purchaser of a Tract, or their designees shall be furnished a statement of the Owner's account setting forth: (1) the amount of any unpaid Assessments then existing against a particular Tract; (2) the date(s) for payment of any installments of any special Assessment outstanding against the Tract; and (3) any other information, deemed proper by the Association, including the amount of any delinquent Assessments created or imposed under the terms of this Declaration.

Upon the issuance of such a certificate signed by a member of the Board of Directors, by an officer of the Association, or by a Managing Agent, the information contained therein shall be conclusive upon the Association as to the person or persons to whom such certificate is addressed and who rely on the certificates in good faith. If no statement is furnished, the

Association shall have no right to assert a lien against the Tract for unpaid Assessments which were due at the time the request for a statement of the Owner's account was made.

**Section 6.13. Liens.** Except for Assessment liens as provided in this Declaration, mechanics' liens (except as prohibited by this Declaration), tax liens, judgment liens and other liens validly arising by operation of law and liens arising under Security Interest, there shall be no other liens obtainable against the Common Elements except a Security Interest in the Common Elements granted by the Association.

## ARTICLE 7. ARCHITECTURAL CONTROL

**Section 7.1. Architectural Control Committee.** The Architectural Control Committee ("Committee") shall consist of at least three members designated by Declarant during the Period of Declarant Control of the Association, and thereafter shall consist of at least three (3) members designated by the Board of Directors, to review, study and approve or reject proposed improvements on any Tract on the Property. The members of the Committee shall serve for two (2) year terms with no limits as to the number of terms a member may serve. The members of the Committee need not be Owners during the period of Declarant Control. After the period of Declarant Control, the Committee must be made up of Tract Owners. The Purpose of the Committee shall be to, on behalf of the Association, interpret and implement the provisions of this Declaration regarding the Architectural Standards for improvements within Jordan Pasture. For that purpose, the Committee shall have power to make determinations concerning all proposed improvements within the Property and to adopt such procedures as they may deem appropriate to govern the proceedings of the Committee and to effect its function, in accordance with the Architectural Standards. The Committee shall not be responsible for the building code review required for Laramie County Building Permits or Laramie County Building Code compliance and in no way shall replace the need for such approvals. Further, the Committee is not responsible or liable for validating or approving engineering and/or other professional services.

**Section 7.2. Architectural Control.** The Committee shall review, study, and approve or reject proposed improvements upon Tracts subject to the covenants, restrictions, and general criteria of this Declaration, and in accordance with the Architectural Standards.

**Section 7.3. Architectural Standards.** The Board shall adopt rules and regulations to interpret and implement the provisions of this Article and of Article 8. These rules and regulations shall be known as the "Architectural Standards" and shall contain, among other things, the following:

- A. Detailed review procedure requirements that a Tract Owner is to follow when submitting plans and specifications to the Committee for approval.
- B. Guidelines which clarify the types of designs and materials that will be considered in compliance with the Architectural Standards.
- C. A variance Procedure requiring at least two-thirds (2/3) vote of the Committee, which may be used upon good cause shown by a Tract Owner, and then only upon such terms and conditions as the Committee shall require.

**Section 7.4. Approval Required.** No building, fence, wall, structure, or improvement, including, without limitation, any major landscape improvements and any water facilities, shall

be placed, erected or maintained upon any site or Tract, nor shall any additional thereto or modification, change or alteration thereof (including without limitation any change to the color of the exterior of any such structure or improvement) be made, unless and until the plans and specifications therefore and the site plan(s) have been approved in writing by the Architectural Control Committee. Such plan(s), specification(s) and site plan(s) shall show the nature, kind, shape, height, materials, floor plans, and location of each such structure, and the landscaping and grading plan of each site, including the location and grade of driveways. The Architectural Control Committee shall have the right to take into consideration the quality of workmanship and materials, harmony of external design with existing and neighboring structures, location with respect to topography and finish grade elevation, the conformity and harmony with the surroundings, and the effect of the proposed structure on the view and outlook from adjacent sites or Tracts. The Architectural Control Committee shall establish minimum design and development guidelines for improvements planned, which shall be applicable to all construction activities on all sites or Tracts. The Committee shall not be responsible for the review and approval of professional engineering but may require the same for specific aspects of a plan. The Committee may require a reasonable fee as compensation for the time and services provided for the architectural control approval process.

**Section 7.5. General Criteria.** It shall be the objective of the Committee to make certain that no improvements will impair the aesthetic and monetary values of the Property and other Tract Owner's property. The Committee shall consider all factors relating to the quality of the improvements and the compatibility and harmony of the improvements within the Building Envelope, including but not limited to, the location of the Building Envelope on the Tracts; color scheme, materials, design, proportions, shape, height and style of the improvements within the Building Envelope; the impact of any proposed improvement on the natural surroundings; and the timely and orderly completion of all improvements. The Committee shall give equal weight in its decision balancing the interests of the Tract Owners.

**Section 7.6. Variances.** A variance from or exception to the provisions of Article 8 or to the provisions of the Design Standards may be granted by the Architectural Control Committee upon two thirds (2/3) vote of the ACC, based upon good cause shown by the Owner and upon a finding that such variance will have no detrimental effect on any other Tract or the Common Elements. The Committee may grant such variance with such terms and conditions as the Committee may impose in its sole discretion. The Committee may grant variances only from the terms and conditions of this Article and the Design Standards. Grants or denials of variances may be appealed in accordance with the provisions of the Design Standards. The granting or denial of a variance in any one instance will not stop the Committee from granting or denying a variance in any other instance or circumstance.

**Section 7.7. Powers of the Committee.** The Committee shall have the authority to prevent a Tract Owner from occupying or allowing the occupancy of any building on a Tract until all requirements of the Architectural Standards have been satisfied. If necessary, the Committee shall be entitled to charge a reasonable review fee and to require a Tract Owner to pay the cost of any reasonable consulting fees paid to an architect or engineer hired by the Committee, with the Tract Owner's consent, to evaluate the Tract Owner's plan.

## ARTICLE 8: ARCHITECTURAL STANDARDS

**Section 8.1. General.** All construction of dwellings, barns, additions, other structures, fences, and all grading, landscaping, improvements and alterations within Jordan Pasture shall be subject to review and require approval of the Committee and shall be conducted and



completed in a workmanlike and safe manner complimentary to the Development's natural settings and surroundings. The location of all driveways shall be subject to the review and approval of the Committee and Laramie County and shall be located so as to minimize the impact upon other Tracts. All dwelling units and outbuildings shall be located within a Building Envelope as selected and established by the individual owner, unless otherwise established by the Developer/Declarant, and reviewed for approval under the Jordan Pasture Architectural Standards. The approval of the Committee shall be required for all aspects of new construction.

**There is no requirement of time in which to construct improvements on any Tract other than the Utility Deposit Assessment described in Section 6.1.2.** All Owners are responsible for the upkeep and maintenance of their respective Tracts. This includes, but is not limited to, keeping their Tract in its original natural state and/or condition, free from neglect, and free of any debris and garbage. Each Tract Owner must take reasonable steps to minimize fire hazards and noxious weeds which could include periodically grooming. Ordinary native prairie grass and wildflowers are acceptable to remain ungroomed. In no event, shall storage of any kind be allowed on an unimproved tract. However, should a tract remain unimproved, that Owner shall still be liable for all assessments to the Association, including Fiber Optic assessments, and may be liable for the utility non-service assessment as described in Sections 6.1.1 and 6.1.2 respectively.

**Section 8.2. Building Envelope.** The purpose of the Building Envelope is to preserve the visual and other related benefits of "open spaces" as they relate to Jordan Pasture large tracts by clustering all of the building improvements on each Tract such that a single Principal or Primary Dwelling along with other Outbuildings and improvements are located in one identifiable location on each Tract. This is done to help establish and maintain one architectural design theme for the buildings located within the Building Envelope and to aid in the mitigation of visual and physical impact created by constructing buildings on the Developments' overall natural setting. A site plan depicting the location and orientation of the Building Envelope on each Tract must be submitted and Approved by the Committee. Each Tract will be allowed one contiguous building envelope no larger than two (2) acres in size (unless good cause exists for the applicant to require a variance), therefore an approximate measurement of two hundred and ninety five (295') feet by two hundred and ninety five (295') foot square or a rectangular shape no more narrow than two hundred (200') feet or longer than four hundred thirty five (435') feet, or some other combination thereof that according to these standards and in the determination of the Architectural Control Committee establishes the intent of the Building Envelope as herein described. Variances in shape of the Building Envelope may be granted by the Architectural Control Committee considering unique topography so long as it satisfies the intent herein described. Variances also may be granted expanding the Building Envelope and portions of fenced equestrian riding or training areas if the Building Envelope and such fenced areas are unable to be built completely within the previously prescribed Building Envelope criteria. Such a variance must only be applied for and granted based on maintaining the intent or spirit of the forgoing described Declaration. Placement of Building Envelopes shall take into consideration neighboring tracts and diverse topography. The Committee may elect to move and reasonably place Building Envelopes more to one side of a tract or another in order to stagger the look of the Subdivision as well as to prevent one structure from obstructing the views of a neighboring tract's Principal or Primary Dwelling.

**Section 8.3. Set Back.** The Building Envelope's front or "entry" side shall be set back to the greatest extent possible but at least one hundred feet (100') from the front entry's common road and utility easements. Unless there is a compelling justification for a variance, the set back for the back or rear Tract line shall be seventy-five feet (75') and all other Tract line



set backs are at least fifty feet (50') from tract line to Building Envelope. This is considered the "tract set back boundary." Reasonable variances may be granted only on certain tracts that have a narrow frontage to roadways and diverse topography.

**Section 8.4. Permitted Structures and Uses.** All permitted structures and uses shall comply with all state and local laws, statutes, ordinances, rules, building codes, and/or regulations. All permitted structures and uses are subject to the Laramie County Land Use Regulations. Should anything in the Laramie County regulations be more restrictive than what is set forth in these Covenants, the county regulations shall govern. Should these Covenants be more restrictive than the Laramie County Land Use Regulations, then these Covenants shall govern. Nothing in the Laramie County Land Use Regulations that may be less restrictive than what is set forth herein shall give any Tract owner the right to violate these Covenants.

- A. One (1) Principal or Primary Dwelling with an attached three (3) bay garage located within the confines of the Principal or Primary Dwelling envelope.

The Principal or Primary Dwelling must be under construction with a scheduled completion date established in accordance with all requirements of this Declaration, before any other outbuildings, barns, or accessory building or structures are constructed.

Fencing, water well and landscaping may be completed prior to the construction of this Principal or Primary Dwelling.

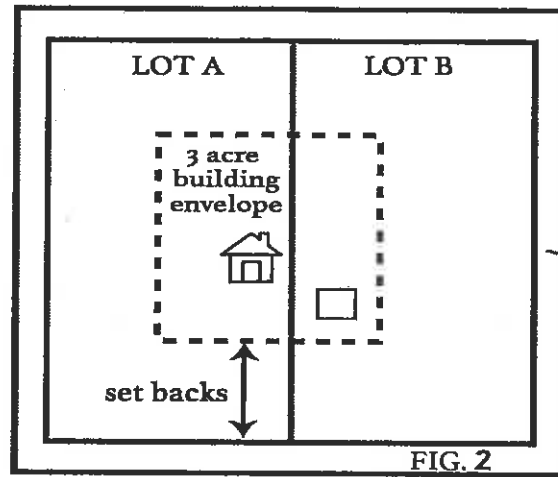
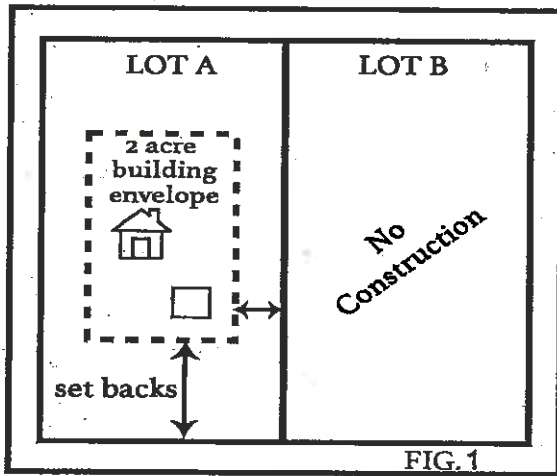
- B. Up to three (3) Outbuildings may be constructed on each Tract within the Building Envelope. No construction of any outbuilding shall occur prior to the construction of the primary dwelling. All exterior sides and roofs of such out buildings or accessory structures shall match the color and accents of the primary dwelling on the same Tract. Subject to the review and approval by the Committee as described in Section 8.2, gazebos may be constructed outside the Building Envelope where appropriate. Outbuildings, Barns, and Accessory Structures, or buildings defined below shall conditionally be allowed to be constructed only after the Principal or Primary Dwelling has been established on the Tract and after obtaining approval from the Association.

- 1. One (1) Detached Garage or "Party Barn," limited to three thousand (3,000) square feet in size, may be constructed that may include a "mother-in-law" suite; and,
- 2. One (1) Barn, Stable, or Accessory Building used for the purpose of equestrians or agricultural pursuits may be constructed not to exceed eight thousand (8,000) square feet; and,
- 3. One (1) work or storage shed not exceeding one thousand (1000) square feet in size or one (1) three-sided horse or animal shelter. Three-sided shelters shall not be used for storage. Both the work shed or the shelter must compliment the coloring and style of the rest of the outbuildings.
- 4. Should an Indoor Riding Facility be included in a Barn, the minimum square footage for that Outbuilding may be expanded but may not exceed twelve thousand (12,000) square feet.



5. The roof peaks of Outbuildings must not exceed thirty feet (30') and eaves must not exceed fourteen feet (14') in height on any building. Unless unavoidable due to diverse topography, there shall be no Outbuildings constructed on ridgelines. Further restrictions on Outbuildings may be applied on a case by case basis taking into account height and placement as it relates to neighboring lots and view obstruction. All Outbuildings (except the horse shelter) shall have at least one foot (1') overhangs. Every effort shall be made to construct larger Outbuildings on the lower elevations areas of each building envelope.
  6. Under the right conditions and design considerations, Outbuildings may be combined into the same structure as the Principal or Primary Dwelling, however, such a structure must fully comply with the standards for Principal or Primary Dwellings set forth in these Covenants. These structures must be of high-end quality and appearance, the design must emphasize the Principal or Primary Dwelling portion of the overall structure, and must be approved through the Committee. Further, this structure must be the Owner's Principal or Primary Dwelling. Nothing in this paragraph shall be used as a way for a Tract Owner to avoid the standards associated with Principal or Primary Dwellings or to avoid building the Principal or Primary Dwelling prior to any other structure.
- C. Ownership of contiguous Tracts and Combining Tracts. In the condition or situation whereby one individual or entity owns more than one Tract that are contiguous with one another, and the Owner desires to combine one or more tracts into one tract, then the following rules shall apply:
1. If the Tracts are contiguous, then the combined Tracts shall be afforded a three (3) acre Building Envelope only if that Building Envelope spans over the contiguous Tract boundaries as shown in Fig. 2 on the top of page 25.
  2. The combined Tracts shall be treated as one (1) Tract. All of the other covenants set for herein including, but not limited to, Setbacks and Access Driveways shall apply.
  3. Once Tracts are combined they may not be re-subdivided.
  4. If an Owner has combined tracts, then that Owner is still entitled to the same number of memberships and votes, and shall be responsible for annual and special assessments with the Association as the number of the original platted Tracts. Owners of combined Tracts are still responsible for the fiber optic assessments for each Tract as outlined in Section 6.1.1. and may be responsible for the utility deposit outlined in Section 6.1.2 unless each original Tract has separate utility services.
  5. If an Owner owns more than one contiguous tract and establishes only a two (2) acre Building Envelope only on one Tract (pursuant to the covenants governing ownership of only one tract), then that Owner has not been deemed to have combined tracts. See Fig. 1 on the top of page 25.





\*Not to Scale

**Section 8.5. Minimum Size of Dwelling Units.** No more than one principal or primary residential dwelling may be permitted per Tract. No principal or primary dwelling shall be built at Jordan Pasture that contains less than one thousand, six hundred (1,600) square feet of living space (excluding basements, garages, porches, decks or breezeways) on any one floor for a ranch-style (single level) structure, and no less than one thousand (1,200) square feet on the first floor for a two-story structure, with a total minimum square footage for a two-story structure of two thousand (2,000) square feet.

**Section 8.6. Architectural Design Guidelines.** There is no mandatory "style" of architecture for dwellings or structures planned within the Development. The only constant is high quality and harmony with the surroundings of each particular Tract, general landscape, and surrounding Tract owner's dwellings.

- A. Exterior surfaces will generally be of natural materials that blend and are compatible with the natural landscape. The use of each material shall be a truthful and appropriate expression of the characteristics of that particular material. Texture and colors shall be harmonious and compatible with that of other residences in the Development and the nearby natural surroundings and view.
- B. Dwellings with an unfinished appearance or design shall not be permitted. Log homes are permissible. A-frame type structures, dwellings on stilts and structures of circular design will not be permitted except in unusual circumstances and with permission of the Architectural Control Committee.

It is encouraged that the exterior walls of each Dwelling and Outbuilding on a Tract be constructed of natural materials, such as approved real wood siding, cement fiber siding, logs and natural or manufactured stone, muted or earth tone colored brick, or stucco type products. The use of manufactured wood fiber type hardboard or pressed board siding is not allowed except for in use in small accent areas. The style and colors of all Dwellings and Outbuildings, including roofs and chimneys shall harmonize with the natural surroundings, and must be designed to coordinate with the Dwelling on the Tract. Garish, loud, or bright colors are not allowed. Door, windows and trim cannot be of bright, reflective metal, silver or bright colors.



The appearance of any flues and the materials out of which flues shall be constructed must be approved in writing by the Committee. All roofs shall be covered with wooden shake shingles, tile, high-quality asphalt shingles, and shall obtain a 5/12 pitch with at least sixteen inch (16") overhangs. Garishly colored or reflective roofing material shall not be permitted or installed on any Structure. Three-fourths (3/4) of exterior walls of Dwellings on Tracts shall have at least one (1) break in the vertical plane. The color of external materials will generally be subdued to blend with the colors of the natural landscape. Earth tones, generally muted, or off-white are recommended, although occasionally accent colors used judiciously and with restraint may be permitted. Colors shall be harmonious and compatible with colors of other residences on the Properties. Exposed standard grey concrete, concrete blocks, unnatural brick tones, and silver finish aluminum doors and windows shall not be acceptable unless approved by the Architectural Control Committee. No buildings may be made of sinewave corrugated type metal except for limited architectural accents. Other metal buildings that through the appearance enhance the environmental surroundings will be allowed with the approval of the Architectural Control Committee. No foundations built of wood are allowed.

No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimney(s) and one or more vent stack(s) without the permission of the Architectural Control Committee. The color of the vent stacks must match the roof color or a dark color so as to be less noticeable.

Each residential dwelling erected on any Tract shall provide for enclosed garage space for a minimum of three (3) conventional automobiles. No Dwelling shall have more than four (4) garage doors in a row. No garage space shall be converted to Dwelling or other uses without the prior approval of the Committee and County, and no permanent conversion of garage space shall be permitted unless there will remain or will be constructed a fully enclosed attached or detached garage space sufficient to accommodate at least two ordinary size automobiles. No modular homes, mobile homes, pre-fabricated homes, or any form of home assembled off site and then move to the Subdivision is permitted within the Subdivision.

No Structure shall be higher than two (2) stories above the ground, measured from the first full and complete floor above ground, unless otherwise approved in advance by the Committee. No ridgeline structures are permitted to be built with more than one full story or twenty feet (20') above the natural ridgeline. Owners are encouraged to construct low profile buildings to lessen the impact of the structure on the landscape and to not create visual obstructions for other Tract Owners. The Committee may grant slight variances only in limited circumstances where a compelling reason is shown due to a Tract's unique topography.

**Section 8.7. Construction Plan Requirements.** A minimum of two (2) complete sets of design plans and general specifications for the proposed construction including in the case of Dwellings and Outbuildings, front, side, and rear elevations, general floor plans for each floor and basement, exterior color schemes, exterior material types, and two (2) site plans indicating the anticipated location of such Structure or altered Structure on the Tract, shall be furnished to the Committee as follows;

- A. Tract Site Plan: The Tract site plan shall include but not be limited to a plan of the overall Tract indicating the Building Envelope location, topography, private access driveway, fencing (type and location), utility services, major natural features that are affected by the proposed improvements overall design like drainage, stands of trees, rock outcroppings, etc. Only plans for current know improvements need to be included.



B. Plan Requests Within the Building Envelope:

- a. Site Plan: showing the location and orientation of all improvements applied for including but not limited to primary dwelling and outbuildings, well, septic system, other utilities, driveways, etc. All utilities which serve any Tract or Improvement must be underground.
- b. Grading Plan: indicating all affected areas using one foot (1') site elevation contours, topography, drainage, and specific reference to major cuts and fills. The Grading Plan must show all proposed finished floor elevations.
- c. Building Plan: two (2) complete sets of building plans with general specifications for all structures planned for construction. Plans need to include all exterior elevations, floor plan of each floor and basement (if any), exterior wall and roof material types and finishes, location of exterior finishes, and exterior color scheme.
- d. Landscape Plan: The plan should include primary design features such as groupings of trees, rock outcroppings, placement of landscape features and/or improvements, driveways, fences, beams, planting bed locations, shape, and type and species of grass utilized for revegetation. Landscape plan shall not contain more than 10,000 sq. ft. of irrigated turf area, and Kentucky Blue Grass is prohibited. Further Landscape covenants are detailed in Section 8.10.

**Section 8.8. Fencing.** It is the intent of the Declarant to maintain the open feel of the Properties landscape as it naturally exists. When necessary, and/or desired by a Tract Owner, fencing is allowed as described below. Application for fencing needs to be made with the Architectural Control Committee, indicating type and location of desired fence(s). Regardless of the fencing type, its use, or its location, it is the Tract Owner's responsibility that all fencing is kept in good repair at all times, or removed.

- A. Pasture or Tract Perimeter: Roadway Frontage Fence is described as the fence on the front or "entry" side of a Tract which separates the Development's common roadways from the respective tract setbacks of each Tract Property. If an Owner plans a Roadway Frontage Fence, the setback for the roadway frontage fence shall be the Tract's interior side of the utility easement along the common roads. If an Owner plans to fence a Tract's side property line(s), the same type of fence as the Roadway Frontage Fence must return down the Tract Owners property line(s) a distance of one hundred feet (100'). All Roadway Frontage Fencing must be made of treated natural wood materials, must retain a natural look and coloring with clear oil and/or stain (no paint), and must be of a split rail or dowel rail design. No vinyl, steel T-post, or privacy fencing is allowed for perimeter fencing.

After the one hundred foot (100') return from the Roadway Frontage Fence, Side Property Line Fence(s) may be constructed of preservative treated wood posts with smooth, barbless wire, (barbed wire and T-posts are NOT allowed). **All side or perimeter fencing shall be designed to be wildlife friendly.** Tract Owners Back Property Lines may be fenced using the same requirements as the side property lines with the one hundred foot (100') return from roadway frontage requirement for corner tracts.

Tracts which border the Development's Exterior Perimeter may continue to utilize any pre-existing fence that is in place without a requirement to replace such fence.



All fencing needs to be maintained in good condition, however, should such fencing be replaced by the Tract Owner, the new fencing must comply with the conditions set forth herein.

- B. Corrals or Holding Pens: These type of containments need to be contiguous within the Building Envelope and are subject to the minimum set back requirements of the Building Envelope. Various types and styles are acceptable for these uses including but not limited to the western dowel and wood post with smooth wire and steel panels.
- C. Privacy Fencing or Screening: Fencing used for screening, privacy, wind protection or other desired uses are allowed. These fences will be located in close and adjacent to the primary dwelling(s) or outbuilding(s). Stockade or solid fences used to create a large enclosed area (typical to an in-town backyard) or to establish a solid perimeter of a Building Envelope are NOT allowed, however privacy fencing of larger areas may be allowed under special circumstances and must be specifically approved by the Architectural Control Committee. Materials used for privacy fencing or screening may vary but in any case must be of complimentary colors, must be maintained in a sightly manner.
- D. Outdoor Kennels: Outdoor kennels may be allowed but are required to be located adjacent to primary dwelling(s) or outbuilding(s) and are to be completely screened from neighboring and common roadway view. The use of good quality "invisible fence" a buried wire with radio frequency control, is encouraged for dogs when used within the Building Envelope. It is the pet owners' responsibility to insure that all fencing is in good repair and functioning as intended at all times.

**Section 8.9. Access or Private Driveways.** The individual private drive which serves the individual Tracts is encouraged to be jointly shared with an adjoining Tract Owner(s). This is NOT a requirement. It is only a recommendation to help lessen the impact on the land.

- A. Access Driveways are the primary driveway for ingress and egress from the Subdivision's common access roads to the Principal or Primary Dwelling. All driveways or other vehicular accesses and entrances to Tracts shall connect only at the locations approved by the Committee. Further, to maximize the open space and private feel of the Subdivision, to the greatest extent possible where present, access roads should be connected to cul-de-sac roadways rather than main collector roadways. Access driveways that connect to Memory Lane are not allowed absent a compelling reason. Duel Access Driveways are not allowed but may be considered due to diverse topography and other special and unique conditions.
- B. Individual Private Drive Entrances begin at the common roadway easement edge and may have, but are not required to have individually designed entrance monuments. The monuments may additionally include; a gate system utilized for containment or security purposes. The general criteria for any individual specialty entrance improvement will be excellent quality in terms of design, function, and construction. In no case will a design be allowed which include tall or high side posts with a cross beam. In no case will a design be allowed which will restrict the views of the Development's natural setting, the skyline, and the vistas. The recommended design for such monuments should accent the architectural design theme of the



building improvements planned for the individual Tracts, or a design that would be considered harmonious with natural surroundings of the Property.

- C. If a gate system is utilized as part of a private front entrance design it also must be of a high quality design utilizing quality materials. In no case are wire gates or cheaper quality pre-manufactured agricultural grade metal gates allowed. In all cases the design for private driveway entrances must be submitted for approval by the Architectural Control Committee and must be maintained at all times by the individual Tract Owner(s).

**Section 8.10. Landscaping and Vegetation.** The intent of each Tract owners design for landscaping the grounds within the Building Envelope or other areas of the Tract should include three (3) primary Objectives.

- A. Create a design that is in harmony with and maintains the overall natural setting of Jordan Pasture. For example; plant trees in groupings rather than straight rows, etc. Tree rows for wind protection are permitted if approved by the Architectural Control Committee.
- B. Water conservation and low maintenance is key for maintaining the natural setting of the Property. Time spent on upkeep and irrigation system maintenance is of **extreme importance as is water conservation**. Automatic irrigation systems with rain sensor shut offs are required for controlled water usage in turf areas. Drip irrigation is required for the irrigation of planted trees and shrubs. Drip irrigation must have a "time clock" shut off system in place.
- C. Areas where natural ground cover is disturbed either during construction or at any time are required to be re-seeded as soon as top soil is spread and final grade is re-established. The use of native grass seed varieties (weed free certified) is encouraged. Lawn areas should be planted in grass varieties requiring less water for survival i.e., fescues or golf course fairway wheat grass varieties. **Kentucky Blue Grass is specifically PROHIBITED** (this includes imported sod). Irrigated turf areas shall not exceed 10,000 square feet. All re-seeded areas must follow a prescribed installation process, including but not limited to, seed bed preparation, correct quantity of seed and fertilizer, and crimped mulch or tackifier.

**Section 8.11. Natural Vegetation.** No native trees shall be cut or removed, except those which must be removed for access to a Tract for the erection of buildings, or those which become diseased or dead or require thinning to maintain good growth.

**Section 8.12. Weed and Dust Control.** All weeds determined to be noxious shall be eradicated from each Tract by the Tract Owner. The use of toxic herbicide spray is prohibited unless allowed by the Committee.

**The Owner of each Tract is responsible for the control of dust or particulates which can blow from areas where the surface has been disturbed on any individual Tract.** Mitigation of any airborne particulates or pollutants is the responsibility of each Tract owner as this relates to the origin from individual Tracts.

**Section 8.13. Construction Period.** All structures commenced shall be diligently completed. Construction of any primary dwelling shall be completed within twelve (12) months



of the date of commencement of construction of that dwelling, or a variance may be applied for based on the complexity of the proposed improvements. Construction of any barn or other structure shall be completed with six (6) months of commencement of construction of that barn or other structure.

**Section 8.14. Maintenance of Property.** No property within the Development shall be permitted to fall into disrepair or be overgrazed, and all of the property within the Development, including any and all improvements structures and landscaping thereon, shall be kept in a clean, attractive, and in good repair. Maintenance, repair and upkeep of each Tract shall be the responsibility of the Owner of such Tract. Repair and upkeep of the common shared elements including but not limited to roadway easement upkeep and snow removal shall be the responsibility of the Association.

Violation of this provision by an Owner shall permit the Association, after notice and hearing, to enter the Tract of the Owner and cure the violation or cause compliance with the provision and to levy a default Assessment for the Costs of Enforcement of the Association in so doing; provided, however, and notwithstanding any other provision of this Declaration to the contrary, that there shall be not entry into the interior of an improvement of structure without the written consent of the Owner unless a clear emergency exists.

**Section 8.15. Storage Tanks.** All storage tanks for water cisterns (excluding reasonably sized stock watering tanks) shall be buried underground or contained entirely within a Structure, except for such portions of piping that are required to be above ground for a buried tank. A chlorine contact chamber may be located above ground. All propane tanks shall be buried underground or completely screened from view.

**Section 8.16. Antennas and Satellite Dishes.** No exterior radio antenna, television antenna, satellite dish larger than three (3') feet in diameter or other antenna of any type shall be erected or maintained on any Tract that can be seen from any other Dwelling in the Subdivision, except with the prior written consent of the Committee.

**Section 8.17. Prohibited Improvements.** No used or secondhand structure, no mobile homes, no modular or temporary living structure(s), house trailers, tents, or shacks, shall be placed openly or used on a Tract. No structures may be moved from offsite and relocated to any of the Tracts without prior written permission from the Architectural Control Committee. While not in use, motor homes, boats, recreational vehicles, farm equipment, and the like, may be kept on a Tract provided they are enclosed within a permitted barn, garage, or screened storage structure. Construction trailers may be used during the period of construction of a dwelling for a period not to exceed twelve (12) months. Placement of these temporary structures must be approved in writing by the Committee. Such construction trailers shall not be occupied as living space. This is not intended to prevent children's short-term camping activities regarding tents or teepees or temporary tents used temporarily for parties and events.

**Section 8.18. Property Use.** No commercial use or activity shall be conducted on the Tracts except that any Owner may conduct a home occupation, business office, law office, medical practice, or other professional practice or home business, provided that there be no "walk-in" traffic or signs or advertising concerning such office or practice. Employees working on the site of the home occupation shall only be bona-fide and full time residents of the home dwelling and said home occupation must be allowed by local ordinances governing home occupation. Some home occupations that are expressly NOT permitted include, but are not limited to:



1. Adult and/or Children Day Care business(es);
2. Commercial Animal Boarding, Breeding, and/or Veterinary business;
3. Massage Parlors/Technicians;
4. Body or mechanic repairs to include any modification, assembly or painting of motor vehicles and repair of internal combustion engines, or any business where the following services are carried out: general engine repair or rebuilding, reconditioning of motor vehicles, collision services such as body, frame and fender straightening and repair, painting and undercoating of automobiles and/or the sale of engine fuels, motor oils, lubricants, grease, tires, batteries and accessories. This exclusion is not intended to prohibit Owner from working on his/her own personal vehicle(s) as long as such activity is within a completely enclosed garage or outbuilding which completely screens the sight and sound of the activity from adjoining tracts; and,
5. Any other home occupation which is determined as noxious, offensive, or annoying by the written vote of no less than seventy-five percent (75%) of the then record Owners of the Tracts within the Subdivision.

The historical use of the Property for agricultural pursuits is allowed in so far as this activity is carried out in accordance with this Declaration, but that large portion of the Tracts (greater than 0.25 acres) are not allowed to be tilled, or the surface disturbed on an annual basis which would change the historic use from ranching to farming and which change could create violations with these covenants with regard to dust and particulate control. Reasonable variances may be granted by the Association. This prohibition does not include private gardens. All private gardens shall be well kept and maintained in good order and shall comply with Section 8.35 of this Declaration.

**Section 8.19. Noxious, Annoying or Offensive Activity.** No noxious, annoying, or offensive activity shall be carried on upon any Tract, nor shall anything be done or placed on the Property which is a nuisance or creates a disturbance or annoyance to others. No sound shall be emitted from any Tract which is unreasonably loud or annoying; No odor shall be emitted from any Tract which is noxious or offensive to others. Nothing shall be done on the Common Elements which is a nuisance or might become a nuisance to other Owners. The noise provisions of this Section apply to all noise including but not limited to motorized vehicles, motors, engines, and constantly barking dogs.

**Section 8.20. Light and Sound.** No sound, odor or light shall be emitted from any Tract or Structure which is noxious, obnoxious, or offensive to others. It is the intent of these Covenants to protect the enjoyment of the Wyoming night sky. "Dark Sky" designed lighting is mandatory. Without limiting the generality of the foregoing, all exterior lighting shall be designed to prevent lighting nuisance to other lands within the Subdivision or to nearby properties, and all exterior lighting shall be directed downward and shall be shielded from direct view from adjacent properties. Exterior lighting should have motion activated capabilities. Street lighting shall not be permitted with the exception of low landscape lighting used for a private drive and potential entrance gates. Further and without limiting the generality of the foregoing, no speakers, horns, whistles, radios, bells or other sound devices, other than sound security devices used exclusively for security purposes, shall be located or used upon any Tract except with the prior approval of the Committee. Special events, i.e. weddings, etc, require notification to neighboring Tract Owners and should be done during reasonable hours.

**Section 8.21. Hazardous Activities.** No activity shall be conducted and no Structure shall be constructed or maintained within the Subdivision which is unsafe or hazardous. However, barbecues and fire pits are permitted within the Subdivision under completely



controlled conditions with fire suppression devices and equipment present unless prohibited by law of a governmental entity having jurisdiction. **The use of any type of fireworks is prohibited on any Tract.**

**Section 8.22. Trash and Burning.** There shall be no outdoor burning or outdoor disposal of refuse including disposal from landscaping. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be screened from public view and other Tract Owners, and protected from disturbance. Refuse containers may be placed outside at such times as may be necessary to permit pick up. The Association may elect to coordinate and, if necessary, enter into a contractual agreement with the trash and/or recycling pick up companies for the benefit of the individual tract owners.

**Section 8.23. Firearms.** The discharge of firearms is prohibited outdoors throughout the Subdivision, as is hunting and the trapping of animals not described as rodents or vermin. Professionally designed indoor shooting ranges are permitted.

**Section 8.24. Unsightly Articles.** No unsightly articles shall be permitted to remain on any site if it is visible from adjoining property or from the road(s). Without limiting the generality of the foregoing; trailers, recreational vehicles, graders, trucks (other than pickups), boats, tractors, campers, buses, snowmobiles, snow removal equipment, and garden and maintenance equipment shall be kept in an enclosed structure or otherwise fully screened from view (except when in actual use). Further, no repair or maintenance work shall be done on any of the foregoing, or on any auto other than minor emergency repairs, except in an enclosed garage or other structure. Facilities for hanging, drying or airing clothing or household fabrics shall be reasonably screened from view and shall be temporary. No lumber, grass, plant waste, shrub or tree clippings, compost piles, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate or burned on any property except within an enclosed structure or appropriately screened from view.

**Section 8.25. Vehicle Restriction.** It is the intent of these Covenants to NOT allow junk yards or outdoor storage. No inoperable vehicle shall be parked anywhere within the Development in such a manner as to be visible from any other Tract, the Common Elements or any public road for longer than seventy-two (72) hours. Three (3) operable vehicles used for everyday use may be visibly parked outside however, no vehicles, trailers, or vehicular equipment may be parked along any of the common roadways. There shall be no visible storage of any vehicle or trailer that belongs to anyone other than the primary resident. There shall be no visible parking of semi-tractor/trailers, commercial vehicles, or heavy equipment on any Tract. This is not intended to preclude the use of utility vehicle such as lite duty tractors in the course of general maintenance of the Tracts, permitted construction activities, animal care, agricultural pursuits, fencing and landscaping.

Motorcycles, motor bikes, automobiles, trucks, dirt bikes, snowmobiles, all-terrain vehicles and other similar vehicles shall be operated in a safe manor, providing that all equipment being operated has a good working muffler which will control excessive sound which could cause disturbance to other Tract owners. Due to the fragile nature of the land, there shall be no racetracks, dirt tracks, or motocross tracks or similar construction permitted. When outside of Tracts, all motorized vehicles shall be operated on the common roads according to Association rules and not in any of the walking/riding easements.

**Section 8.26. Animals and Overgrazing.** No vicious animals (animals which could be considered wild and/or dangerous) shall be allowed on or be kept at any time within the





Development. No animals may be kept on any Tract prior to the occupancy of the Principal or Primary Dwelling. Commercial boarding or breeding of animals is not permitted. All animals kept on a Tract shall be restricted to that Tract, and shall not be allowed to run at large and shall not be allowed access to any other Tract, without the written consent of the Owner of such other Tract. Livestock animals shall be restricted to horses, donkeys, llamas, calves or heifers, or other animals typically raised by children as projects for 4-H or Future Farmers of America or other similar organizations, such farm and other ranch type animals may be approved by the Committee. Buffalo or swine are not permitted on or be kept within the Subdivision. No such animals may be kept on any Tract prior to the start of construction of the Principal or Primary Dwelling. Commercial boarding of horses shall not be permitted. A barn, pen or corral shall be built for all livestock animals which is within the Building Envelope prior to such animals being allowed on the Tract unless alternative arrangements are approved by the Association. Such construction shall be in accordance with the Architectural Standards. Such barns, pens and corrals shall be maintained and cleaned regularly. Owners will remove or spread manure on a regular basis and in a safe and sanitary manner so that no nuisance is caused to other Tract Owners.

All permitted animals shall be maintained in a manner which avoids the overgrazing of any Tract. Adequate supplemental feed shall be provided so that the native grasses and other vegetation on the Tract is not overgrazed or compromised and live grass ground cover is protected and preserved to prevent wind erosion of soils as a result of over-grazing. The meaning of term "overgrazing" shall be that of the U.S. Soil Conservation District for Laramie County, Wyoming, and each Owner shall and does hereby consent to entry upon each and all Tracts by the Laramie County Soil Conservation Agent or other suitable expert, at all reasonable times, with prior notice, at the request of the Association to determine whether overgrazing has occurred. In the event that the Agent or other expert determines there has been overgrazing of a Tract, the Association shall give written notice thereof to the Owner by personal delivery or by U.S. Mail, Subject to the Owner's right to notice and hearing, within five (5) days of receipt of such notice by an Owner, the Owner shall remove all livestock and horses from the overgrazed portions of such Tract. Further, the Owner of such overgrazed Tract shall immediately take steps to repair and re-seed overgrazed areas to return them to a state acceptable to the U.S. Soil Conservation District for Laramie County, Wyoming. Overgrazing provisions are not intended to apply to corral or pen areas. Upon a determination by the Laramie County Soil Conservation Agent, or other suitable expert, that the areas subject to the overgrazing notice are no longer overgrazed, allowable livestock and horses may be returned to such areas.

**Section 8.27. Dogs and Cats.** Dogs and cats are permitted in the Subdivision subject to the conditions and restrictions set forth herein. All unattended dogs and cats shall at all times be kept within a Dwelling or fenced area. All dogs and cats shall be appropriately restrained, accompanied otherwise controlled by an Owner or custodian when traveling through the Subdivision. Due to livestock operations and the sensitive nature of the wildlife that live and migrate through the Property, all dogs and cats must be under control at all times. Dogs or cats shall not be permitted to roam free and unattended or to run at large on any portion of the Subdivision except within the tract set back boundary unless accompanied by an owner. A dog or cat is considered to be running at large when off or away from the tract set back boundary or away from the Owner, either by voice control or by leash. Any dog or cat found to be running at large may be taken up and impounded in any appropriate facility by any authorized agent of the Association or by the animal control office of the County. Any dog or cat taken up for running at large three (3) or more times shall not be permitted to return or remain at the Subdivision. Dogs shall not be permitted to bark incessantly that may be heard in any Dwelling on another Tract, or to become a public nuisance. All Owners and occupants of the Subdivision are entitled to be

free from listening to incessant barking of dogs belonging to others. The County animal control officer is authorized to enter onto the Subdivision to seize any dog or cat in violation of the provisions of these restrictions. Any dog seen running cattle, game or wildlife of the Development, except within a designated Building Envelope, should be reported to the Association, the Wyoming Department of Wildlife and/or the County animal control officer or sheriff for immediate removal from the Property.

**Section 8.28. Water and Sewage.** Each dwelling in Jordan Pasture shall be connected to a private well water system and a private sewage disposal system (septic system) contained wholly within the same Tract and constructed at the sole expense of the Tract Owner. Only one underground water well shall be permitted per tract. A Tract Owner assumes the responsibility of supplying and developing water and sewage disposal facilities for his or her own Tract. Well, water systems, and septic systems must be maintained at all times in accordance with the applicable rules and regulations of public agencies having jurisdiction of such facilities. Septic systems must be maintained in accordance with Laramie County Health Regulations and/or recommendations. All water systems and sewage disposal systems are subject to permitting and approval by the State of Wyoming and Laramie County and all applicable regulatory agencies.

In addition to compliance with the afore mentioned agencies the following minimum standards shall apply for any well water supply system or sewage disposal system to be located within Jordan Pasture Subdivision.

- A. All Private Well Water Systems and Sewage Disposal Systems may be located outside of the Building Envelope but must be a minimum of seventy-five feet (75') in from recorded property lines of the Tract in which the systems are being installed.
- B. There shall be a minimum separation of one hundred and fifty feet (150') required between any two water wells throughout the Jordan Pasture Subdivision.
- C. All water wells drilled within the Jordan Pasture Subdivision shall be 500' or deeper and shall be determined to be producing from the White River formation of the aquifer.
- D. All water wells drilled within the Jordan Pasture Subdivision shall be grouted and sealed to a depth just above the inlet screens of the well casing to isolate well production to the White River formation of the aquifer.
- E. There shall be a minimum of one hundred fifty feet (150') separation required between any well and any part of any sewage system leach field throughout the entire Jordan Pasture Subdivision individual residences and adjoining properties alike.
- F. There shall be a minimum of one hundred fifty (150) feet of separation from any sewage disposal systems on adjoining tracts.
- G. No outdoor toilets shall be permitted on any Tract in Jordan Pasture unless used temporarily for private events or parties then promptly removed following such events.



**Section 8.29. Renting or Leasing.** All occupants or residents must be the primary residents, temporary guests, or of legal relation to the primary owner resident. Short term renting (such as Airbnb) as well as any "time share" ownership is strictly prohibited. Long term leasing or renting (one year or greater) is permitted but only if the lessee or renter is the primary resident of the Principal or Primary Dwelling and the Owner is the lessor (subleasing is not permitted). There shall be no long term leasing or renting of "mother-in-law suites" or other accessory dwellings to unrelated third parties of occupants of the Principal or Primary Dwelling. Special accommodations may be made in limited circumstances for caretakers of the elderly and/or people with special needs. Should long term leasing or renting of a Principal or Primary Dwelling occur, the Owner shall remain liable for compliance with the regulations set forth in these Covenants as well as remaining liable for all assessments. The Owner shall be liable for the conduct and actions of the lessee/renter.

**Section 8.30. No Drilling or Mining.** No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Tract, nor shall oil or gas wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any Tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Tract.

**Section 8.31. Signs.** No signs, billboards, poster boards, or advertising a structure of any kind shall be erected or maintained for any purpose whatsoever except such signs as have been approved by the Committee pursuant to its published regulations and except: a) Declarant or its agent(s) shall have the right to erect signs during the period of sales of Tracts without prior written approval of the Committee; b) the monument, project identification and other signs that the Declarant or the Association may install and maintain; c) such traffic control signs as the Association may cause or permit to be placed in the Common Elements; d) individual tract monuments or entry ways that are approved by the Architectural Control Committee; and (e) two "For Sale" signs of not more than six (6) square feet each which may be placed near the development's common roads, but back 50' from the roadway edge. No signs are permitted within any right of way.

**Section 8.32. Further Subdivision.** No Owner shall be allowed to further subdivide a Tract except as provided for in Declarant rights.

**Section 8.33. Drainage.** There shall be no interference with established drainage patterns within the Subdivision except as approved in writing by the Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. Each Owner shall be responsible for the preservation and maintenance of the established drainage pattern across such Owner's Tract. The "established drainage pattern" shall mean (i) the drainage pattern which exists at the time grading of any Tract is commenced or any alternative drainage pattern for such Tract shown on any plans approved by the Committee, and (ii) the established drainage patterns on boundary lines between Tracts or the alternative drainage ways approved by the Committee resulting from construction and development on nearby Tracts. Driveways or other vehicular races to any Tract shall not be constructed across any ditch or drainage channel unless a drainage culvert of a size and length approved by the Committee is installed. Fill channels, and temporary stockpiles located within twenty (20) feet of a natural drainage channel, a silt fence shall be constructed around the stock-piled materials.

**Section 8.34. Control of Noxious Weeds and Pests.** It shall be the responsibility of each Tract Owner to take actions necessary to control noxious weeds and pests as defined by the Laramie County Weed and Pest Control Board and/or the Jordan Pasture Board of Directors.



The term "Pests" shall include, but not be limited to porcupines, rodents, harmful insects, beetles and other insects that damage trees and other landscaping and noxious or harmful weeds. The Association may take any action it deems necessary on any Site, including but not limited to, cutting and removing trees or spraying insecticide or other chemicals to control Pests. However, under no circumstances shall materials or methods be utilized which would endanger wildlife or sensitive wetland habitat on the Property or adjacent Tracts.

**Section 8.35. Mineral Activities.** No mining or other mineral extraction or development activities shall be permitted on any Tract, including removal of gravel; provided that excavation for construction and landscaping purposes may be permitted with the prior written approval of the Board.

**Section 8.36. Cellular Towers.** No cellular tower(s) shall be erected or placed on any Tract or common area in Jordan Pasture.

**Section 8.37. Windmills and Solar Panels.** Windmills and/or solar panels are permitted only if used for power to a specific Tract on which they are located. There shall be no windmills and/or solar panels erected for commercial use. Careful consideration shall be put into placement of each windmill and/or solar as they relate to public or neighboring views and shall be approved by the Architectural Control Committee. **Should a Tract Owner install windmills or solar panels such that no structure connects to the gas or electrical utilities, that Tract Owner shall be liable for the Utility Deposit Assessment described in Section 6.1.2.**

**Section 8.38. Privacy Gates.** Any Tract may have its own privacy gate. Individual privacy gate costs and maintenance are the sole responsibility of the Tract Owner. Owners of Tracts that are exclusively accessed by cul-de-sacs may collectively decide to install a privacy gate at the entrance of the shared cul-de-sac, provided however, that all of the Tract Owners agree and that access be provided to emergency vehicles. If Tract Owners on a cul-de-sac elect to install a privacy gate, the cost and maintenance shall be shared by those Tract Owners only and not the Association. The Association may elect to install privacy gates at one or all of the public entrances. This election shall be made by no less than two-thirds (2/3) majority vote of the entire Association. Should the Association elect to install such privacy gate(s), the gate(s) must be electronic/automatic/code or key fob operated and access must be coordinated with mail delivery, trash pickup, school buses, and emergency response vehicles. In any case, all gates must be made of new steel or metal materials and must be maintained to keep that new look.

## ARTICLE 9. DECLARANT RIGHTS

**Section 9.1. Special Declarant Rights.** Declarant expressly reserves the right to combine Tracts, to convert Tracts into Common Elements, and to relocate boundaries of Tracts on all of any portion of any Tract owned by Declarant. Declarant may exercise any or all of the Development Rights reserved in this Declaration at any time with respect to the entire Property. No assurances are made with respect to the boundaries of any Tracts that may be developed or the order in which any Tracts may be developed. Exercise of a Development Right with respect to any one Tract does not require exercise of a Development Right on any other property subject to Development Rights. No assurances are made that any further development will occur. Declarant expressly reserves the right to amend or supplement this Declaration under these Development Rights.



Declarant hereby reserves the right, from time to time, to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Special Declarant Rights include the following:

- A. Completion of Improvements. The right to complete the road, utility service lines, culvert and other improvements and the Common Elements.
- B. Sales Management and Marketing. The right to maintain existing signs and advertising the Project on any Tract owned by Declarant, and in the Common Elements.
- C. Construction Easement. The right to use easements through the Common Elements for the purpose of making improvements within the project.
- D. Control of Association and Board of Directors. The right to appoint or remove any member of the Board of Directors appointed by the Declarant during the Period of Declarant Control.
- E. Amendment to Protective Covenants. Declarant hereby reserves the right to amend these Protective Covenants during the period of Declarant Control.

**Section 9.2. Limitations on Declarant Special Rights.** Unless sooner terminated by an amendment to this Declaration executed only by the Declarant, any Special Declarant Rights may be exercised by the Declarant anywhere in the Project so long as the Declarant, or its successor or assign, holds the Special Declarant Rights.

## ARTICLE 10. MORTGAGEE PROTECTION

**Section 10.1. Approval by Owners and First Mortgagees.** Notwithstanding any provisions of this Declaration to the contrary, the Association shall not, unless it has obtained prior written consent of Owners casting at least two-thirds (2/3) of the votes in the Project and two-thirds (2/3) of the First Mortgagees (based upon one vote for each Security Interest held): (1) convey or encumber the Common Elements (excluding the granting of permits, licenses and easements for public utilities, roads, or other purposes reasonably necessary or useful for the property maintenance or operation of the Project); (2) restore or repair the Project (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration; (3) terminate this Declaration for reasons other than substantial destruction or condemnation, subject to the approval percentages required for such termination; (4) merge the Project with any other common interest community not affiliated with Declarant; or (5) fail to repair or replace the Common Elements except as may be permitted in this Declaration.

**Section 10.2. Notice of Action.** Upon written request to the Association by an Eligible First Mortgagee, the First Mortgagee shall be entitled to timely written notice of: (1) any condemnation loss or casualty loss which affects a material portion of the Common Elements or any Tract in which an interest is held by such Eligible First Mortgagee; (2) any delinquency in the payment of Assessments, or any default by such Owner in any obligation under the Declaration, the Article of Incorporation or Bylaws of the Association if and when the Board of Directors has actual knowledge of such default and such delinquency or default remains uncured for sixty (60) days; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; (4) any proposed action which would



require the consent of First Mortgagees as set forth in this Article; and (5) any judgment rendered against the Association.

**Section 10.3. Notice of Objection.** Unless a First Mortgagee provides the Secretary of the Association with written notice of its objection, if any, to a proposed amendment or action requiring the approval of First Mortgagees within thirty (30) days following the receipt of the notice of such proposed amendment or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

**Section 10.4. First Mortgagees Rights.**

- A. **Advances.** First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Tracts or improvements thereon, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments in the place of the Association for the benefit of the Common Elements shall be owed immediate reimbursement from the Association.
- B. **Cure Rights.** First Mortgagees shall be entitled to cure any delinquency of the Owner of the Tract encumbered by a First Mortgage in the payment of Assessments. In that event, the First Mortgagee shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency, in accordance with the provisions of this Declaration.

**Section 10.5. Limitations on First Mortgagee's Rights.** No requirement for approval or consent by a First Mortgagee provided in this Article shall operate to: (1) deny or delegate control over the general administrative affairs of the Association by the Owners or the Board of Directors; (2) prevent the Association or Board of Directors from commencing, intervening, and/or settling any legal proceeding; or (3) prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with this Declaration.

**Section 10.6. Special Declarant Rights.** No provision or requirement of this Article entitled "Mortgagee Protections" shall apply to any Special Declarant Rights reserved to Declarant in this Declaration.

**ARTICLE 11. DURATION OF COVENANTS; AMENDMENT AND TERMINATION**

**Section 11.1. Term.** This Declaration and any amendments and perpetual supplements to it shall remain effective from the date of recordation in the Records for a period of fifty (50) years. Thereafter, these covenants shall be automatically extended for five (5) successive periods of ten (10) years each, unless otherwise terminated or modified as provided in this Article.

**Section 11.2. Amendment of Declaration.** Except to the extent that this Declaration expressly permits or requires amendments which may be executed by the Declarant or by the Association, this Declaration may be amended only by a vote or agreement of Owners to which at least two-thirds (2/3) of the Tract Owner votes in the Association are allocated.



**Section 11.3. Execution of Amendment.** Any amendment shall be prepared, executed, and recorded either by the Declarant or by an officer for the Association designated for such purpose or, in the absence of a designation, by the President of the Association. All expenses associated with preparing and recording the amendment to this Declaration shall be the responsibility of: (1) any Owners desiring an amendment as provided for in this Declaration; (2) the Declarant, to the extent the right to amend this Declaration is reserved to the Declarant and exercised by the Declarant; and (3) in all other cases by the Association as a Common Expense.

**Section 11.4. When Modifications Permitted.** Notwithstanding the provisions above, no amendment or termination of this Declaration shall be effective in any event during the Period of Declarant Control, unless the written approval of the Declarant is first obtained.

**Section 11.5. Recording of Amendment.** Any amendment to this Declaration made in accordance with this Article shall be effective immediately upon the recording of the executed amendment in the Records together with a duly authenticated certificate of the Declarant or the Secretary of the Association stating that the required vote of Owners, if any, and required consents of First Mortgagees, and/or Eligible First Mortgagees, as applicable, were obtained and are on file at the office of the Association. The amendment must be indexed in the Grantee's Index in the name of the Project and the Association and in the Grantor's Index in the name of the person or entity executing the amendment.

**Section 11.6. Rights of Eligible First Mortgagees.** Eligible First Mortgagees shall have the right to approve specified action of the Owners or the Association as a condition to the effectiveness or those actions as provide in Article 10.

## ARTICLE 12. MISCELLANEOUS

**Section 12.1. Indemnification, Limitation on Liability, and Assumption of the Risk.** Except as otherwise provided by law, the Association, its Board of Directors, the Committee, Declarant and any officer, director or member shall not be liable to any person for action or any failure to act if the action or failure to act was in good faith and without malice. The Association, its Board of Directors, the Committee, Declarant and any officer, director or member are under no duty to inspect, maintain or repair any Common Elements except for roadways. **ALL EQUESTRIAN TRAVEL OR THE HANDLING OF HORSES AND/OR LIVESTOCK IS AT THE SOLE RISK OF THE RIDER/HANDLER.** The Association, its Board of Directors, the Committee, Declarant and any officer, director or member are hereby indemnified from responsibility and liability for any and all damages or injury of any kind or nature whatsoever (including death resulting there from) to any and all persons or entities, whether guests, invitees, licensees, or trespassers of Jordan Pasture resulting from the use of the trail way easement. **ALL USERS OF THE TRAIL WAY EASEMENT HEREBY DO SO AT THEIR OWN RISK.**

Such indemnity as herein described shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity, whether by agreement, stature, common law, or otherwise, which would otherwise exist as to the Association, its Board of Directors, the Committee, Declarant and any officer, director or member.

**Section 12.2. No Representations or Warranties.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by the Declarant or its agents or employees in connection with any portion of the Project area or any improvement thereon, its, or their, physical condition, zoning, compliance with applicable laws, fitness or intended use, or in connection with the subdivision, sale, operation, maintenance,



taxes or regulation thereof unless and except as specifically set forth in writing and signed by Declarant.

**Section 12.3. Enforcement.** Enforcement of the covenants, conditions, restrictions, easements, reservations, rights of way and other provisions contained in this Declaration and the other Project Documents shall be through any proceedings at law or in equity brought by an aggrieved Tract Owner, the Association, or the Declarant, or the Association, or any Tract Owner. Such actions may seek remedy by injunction of restraint of a violation of attempted violation, or an action for damages, or any of them, without the necessity of making an election.

**Section 12.4. Nonwaiver.** Failure by the Declarant, the Association, or any Owner, Occupant or Eligible First Mortgagee to enforce any covenant, condition, restriction, easement, reservation, right of way or other provision contained in the Project Documents shall in no way or event be deemed to be a waiver of the right to do so thereafter.

**Section 12.5. Severability.** The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions shall in no way effect the validity or enforceability of any other provisions, which provisions shall remain in full force and effect. Any provisions which could violate the rule against perpetuities and the rule prohibiting unlawful restraints on alienation shall be construed in a manner as to make this Declaration valid and enforceable.

**Section 12.6. Number and Gender.** Unless the context provides or requires to the contrary, use of singular herein shall include the plural, the use of the plural shall include the singular, the use of any gender shall include all genders.

**Section 12.7. Captions.** The captions to the Articles and Sections and the Table of Contents at the beginning of this Declaration are inserted only as a matter of convenience and for reference, and are in no way to be construed to be define, limit, or otherwise describe the scope of the Declaration or the intent of any provision of the Declaration.

**Section 12.8. Conflicts in Legal Documents.** In case of conflicts between the provisions of the Declaration and the Article of Incorporation, the Bylaws or any Rules and Regulations, this Declaration shall control. In case of conflicts between the provisions of the Articles, the Bylaws or any Rules and Regulations, the Articles will control. In case of conflicts between provisions of any Rules and Regulations and the Bylaws, the Bylaws will control.

**Section 12.9. Counterparts.** This Declaration may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement.

**Section 12.10. Choice of Law.** This Declaration shall be construed and interpreted in accordance with the laws of the State of Wyoming.

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IN WITNESS WHEREOF, White River Development, Inc., A Wyoming Corporation has signed this Declaration of Covenants on the date set forth in the acknowledgement.

White River Development, Inc.

BY

  
William J. Edwards, President

STATE OF WYOMING     )  
                                  ) §  
COUNTY OF LARAMIE    )

This instrument was acknowledged before me on the 28<sup>th</sup> day of August, 2019 by William J. Edwards, as President of White River Development, Inc. and that he executed these Declaration of Protective Covenants and acknowledged the Declaration of Protective Covenants to be the free and voluntary act and deed of White River Development, Inc. for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Declaration of Protective Covenants and in fact executed the Declaration of Protective Covenants on behalf of White River Development, Inc.

WITNESS MY HAND AND OFFICIAL SEAL

My Commission Expires: 5-1-2022

  
Notary Public

