



NATRONA COUNTY CLERK, WYOMING
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 JON NICOLAYSEN

762899

**SOUTH PARK RIDGE SUBDIVISION
 DECLARATION OF COVENANTS,
 CONDITIONS, RESTRICTIONS AND EASEMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Declarant, Wcamp, F.L.L.C. (hereinafter referred to as "Declarant"), is the owner of all that certain real property situate in Natrona County, State of Wyoming, known as South Park Ridge Subdivision, more specifically described on the plat recorded on March 21, 2005, as Instrument Number 762818 attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, in order to insure the use and development of said Property for exclusive residential purposes, to prevent the impairment of the attractiveness of said Property for such purposes, and to maintain property values therein, the undersigned desires hereby to make and impose upon said Property the restrictions and limitations hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, Declarant does hereby and by these presents make, publish, declare and impose upon all of the Property within the boundaries of the South Park Ridge Subdivision, as shown on the plat recorded on March 21, 2005, as Instrument Number 762818, the following restrictions and limitations governing the use and development of any and all portions within the Property, and does hereby specify and declare said restrictions and limitations shall be and constitute covenants running with all of the land in the Property, shall be effective upon recording, and shall be binding upon the undersigned and all persons claiming under them, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portions of the Property, to-wit:

ARTICLE I
DEFINITIONS

1. **Lots:** Each of the parcels of the Property, numbered 1 through 76, as shown on the plat recorded on March 21, 2005, as Instrument Number 762818.
2. **Property:** The words "Property" or "Real Property" as used in these covenants shall mean all of the lands within the boundaries of the South Park Ridge Subdivision, as shown on the plat recorded on March 21, 2005, as Instrument Number 762818.
3. **Owner:** Shall mean and refer to the record title owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.
4. **Principal Residence:** Shall mean the single family residential structure, constructed on any Lot on the Property, which is the principal use of such Lot, and to which other authorized structures on such Lot are necessary.

5. **Plat**: Shall refer to the County approved plat for South Park Ridge Subdivision.
6. **Shared Access Roads**: Shall mean all dedicated roadways to the Association shown on the County approved plat within the Property.
7. **Structure**: Shall mean anything built or placed on the ground.
8. **Board**: Shall mean the Board of Directors of the Association of the nonprofit corporation established to administer and enforce the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements as set forth herein.
9. **Association**: Shall mean and refer to the South Park Ridge Homeowners' Association, Inc., a non-profit Wyoming Corporation, and its successors and assigns.
10. **Common Area**: Shall mean and refer to the roadways dedicated to the Association shown on the County approved plat and any other property the Board and the Association may later add.

ARTICLE II

SOUTH PARK RIDGE HOMEOWNERS' ASSOCIATION

1. **Formation**: The Homeowners' Association shall be incorporated as a Wyoming non-profit corporation by Declarant as soon after filing these covenants as is practical.
2. **Maintain Copy of Plat and Records**: The Homeowners' Association shall maintain full size plats of South Park Ridge Subdivision and other survey information, financial records of the association, and all other records of the association, available for review and inspection upon reasonable request, to members of the association and prospective purchasers.
3. **Membership in South Park Ridge Homeowners' Association**: All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as roads to the Association or other common areas), by whatever means acquired, shall automatically become members of the Association.
4. **Authority of the Board**: The Board shall have full power and authority to manage the business and affairs of the Association, and in connection therewith, to adopt bylaws to govern the Association and its activities. The Board shall also have the power and authority to administer and enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions as set forth herein.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **General:** Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. **Voting Rights:** Each member, other than Declarant, shall have one vote per Lot to cast upon any matter to be decided by a vote of the members. Until Declarant has sold eighty percent (80%) of the Lots, Declarant shall have three votes per Lot to cast upon any matter to be decided by a vote of the members. If there is more than one person or entity owning a Lot, the vote of such member shall be cast as determined by the owners of such Lot. In the event of any dispute among joint owners of a Lot, the Board shall have the right to disqualify such member from voting on an issue unless or until the joint owners of such Lot have reached agreement as to such members vote.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Creation of the Lien and Personal Obligation of Assessments:** Declarant, for each Lot owned by it within the Properties, hereby covenants, and the Owner of each Lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges;
- b. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and
- c. costs and fees, including reasonable attorney fees, to enforce compliance with these covenants and costs and fees, including reasonable attorney fees, to clean-up any Lot in the event of violation of any of these covenants.

The annual assessments, special assessments, costs of enforcing compliance and performing clean-up, together with interest, costs and reasonable attorneys' fees, shall constitute a charge on the land and shall be a continuing lien upon the Lot (being deemed to be each Lot shown on the original plat) against which each such assessment or cost is made. Each such assessment or cost, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the Lot at the time the assessment was due or cost was incurred. The personal obligation for delinquent assessments and costs shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the Lot despite a transfer of title.

2. **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property for the improvement and maintenance of the Common Area.

3. **Special Assessments for Other Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any constructions, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the Lot Owners who cast votes in person or by proxy at a meeting duly called for this purpose.

4. **Notice and Quorum for Any Action Authorized Under Sections 1(b), and 3:** Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b) or 3, above, shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the membership on that assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

5. **Uniform Rate of Assessment:** Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all Lots and may be collected on a monthly basis or such other basis as agreed upon by the Board. It is further provided that the assessment for all Lots owned by Declarant upon which no residential improvements have been constructed shall be fixed at no more than one-fourth (1/4) of the assessment rate for other Lots, and further provided that the maximum assessment to be paid by Declarant shall be not more than one-fourth (1/4) of the total assessment.

6. **Effect of Nonpayment of Assessments; Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

7. **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL COMMITTEE

1. **Architectural Committee:** The Architectural Committee shall be comprised of three (3) members named annually by the Board. Said Architectural Committee shall have and exercise all the powers, duties, and responsibilities set forth in this Article and those powers reasonably necessary to enforce the provisions set forth in this Article. All actions taken by the Architectural Committee shall be based on a majority vote of the Architectural Committee members.

2. **Approval by Architectural Committee:** No improvements, including but not limited to, Principal Residences, dwellings, barns, stables, swimming pools, tennis courts, ponds, flag poles, antennas, fences, walls, garages, drives, parking areas, curbs and walks, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work. The Architectural Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether the construction and location adequately conform to the rural setting, individual privacy and needs of the Property. If the plans submitted are sufficient for the Architectural Committee to exercise judgment required by these covenants and if the Architectural Committee fails to take action within thirty (30) days after plans for such work have been submitted, then all of such submitted plans shall be deemed to be approved, so long as such improvements comply with the restrictive covenants herein set forth as minimum restrictions.

3. **Preliminary Approvals:** Persons or associations who anticipate constructing improvements or causing improvements to be constructed within the Property must own land in the Property or must be the authorized agent for a Lot Owner provided, however, that persons who contemplate the purchase of a Lot may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete design plans are submitted and approved or disapproved, but shall endeavor where practical to suggest such changes or alternations as may be required prior to final approval.

4. **Architectural Committee Not Liable:** The Architectural Committee shall not be liable in damages to any person or association submitting any plans for approval, or to any owner or owners of lands within the Property by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person or association acquiring the title to a Lot, or any person or association submitting plans to the Architectural Committee for approval, by so doing does agree and covenant that the individual or it will not bring action or suit to recover damages against the Architectural Committee, its members as individuals, advisors, employees, agents, Declarant, or Declarant's members.

5. **Written Records:** The Architectural Committee shall keep for at least two (2) years complete records of applications submitted to it and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE VI
RESTRICTIONS ON ALL LOTS

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

2. **Private Residence Purpose:** Except as stated in the immediately following paragraph 3, all Lots in South Park Ridge Subdivision shall be used exclusively for residential purposes. No guest house or out building may be rented or leased, except as part of the entire premises, and such accessory building or guest house may not be constructed prior to the construction of the main residence without prior, written approval of the Architectural Committee.

3. **Prohibited Commercial Activities:** No business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, whether or not conducted for a profit, shall be operated, maintained or conducted on any Lot or on any improvement erected or placed thereon, nor shall any dwelling, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the area, nor shall any signs, billboards, or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on any Lot in the area. Notwithstanding the above prohibition, the entire dwelling on any Lot on the Property may be leased by the owner thereof for rental income purposes. Upon the prior, written approval of the Architectural Committee, an owner may have a home office within the dwelling on the owner's Lot, provided no business or commercial use violates County regulations and further provided that no business or commercial use interferes with the enjoyment or use of any part of the Property.

4. **Signs:** Declarant may locate "For Sale" signs on the Property in locations, sizes and shapes as it deems appropriate. Lot Owners other than Declarant may place no more than two (2) "For Sale" signs on each Lot, and the total size of both signs collectively shall be no larger than six (6) square feet. One entrance gate sign identifying the owner or occupant of the property, and "No Trespassing" or "No Hunting" signs shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted to remain on any Lot.

5. **Animals and Livestock:** It shall be permissible for the Owner of a Lot, in addition to household pets and small livestock (e.g., ducks, rabbits), to own and maintain on the Lot up to four horses or cows, llamas or similar livestock. For purposes of this restriction, two sheep or two goats shall be considered equivalent to one horse or cow. Swine, pigs, and hogs shall not be allowed on any Lot. Except as herein specified, no other animals, livestock or pets shall be deemed a permissible use. In the event that a majority of the Architectural Committee should determine that animals maintained on a Lot, even though permissible within this provision, have become or constitute a nuisance to other Lot Owners, or have been allowed to overgraze any of the pasturage on the Lot, the Architectural Committee is granted the authority to restrict such use in such manner as it deems appropriate, including ordering the removal of the animal(s) from the Lot. All animals shall be kept enclosed in corrals or other fencing. All livestock feed shall be surrounded by adequate fences, stored in containers or protected by other means to prevent the attraction of wildlife. Dogs

and cats shall be prevented from harassing wildlife and shall not be allowed to roam beyond the boundaries of their owner's Lot.

6. **Prohibition on Further Lot Divisions:** Lots within the boundaries of the South Park Ridge Subdivision, as shown on the plat recorded on March 21, 2005, as Instrument Number 762818, may not be subdivided or further divided into smaller tracts or parcels.

7. **Service Yards and Trash:** Clotheslines, service equipment, campers, boats, motor homes, trailers, wagons, trucks, tractors, garden equipment, TV antennas, trash, woodpiles, or storage areas shall be screened by vegetation or fencing to conceal the same from view of neighboring lots, drives and roads. All refuse and trash shall be removed from all Lots not less frequently than bi-weekly and shall not be allowed to accumulate. Burning of trash on any Lot will not be permitted unless said burning is conducted in a receptacle equipped with a spark arrester.

8. **Motorized Vehicles:** No more than one (1) unlicensed or unregistered vehicle may remain ungaraged on any Lot at one time. More than one (1) unlicensed or unregistered vehicle that remains ungaraged on any Lot at one time shall be deemed to constitute a nuisance.

9. **Fire Prevention:** All Lot Owners shall take appropriate steps to minimize fire hazards and the spread of fire. Each Lot Owner shall be responsible for mowing vegetation within a ten (10) foot radius surrounding dwellings and outbuildings located on the Lot.

10. **Wood Stoves/Fireplaces:** All wood stoves and fireplaces shall comply with local, state and federal emission regulations.

11. **Noxious or Offensive Activities:** No noxious or offensive activity shall be permitted on any Lot. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare for any neighboring Lot Owner. No unreasonably loud or annoying noises, or noxious or offensive odors shall be emitted beyond the boundary lines of any Lot.

12. **Damaged or Destroyed Structures:** In the event any structure is destroyed either wholly or partially by fire or other casualty, such structure shall be promptly rebuilt or remodeled to conform with the covenants contained herein, or all remaining portions of the structure, including foundations, and all debris, shall be promptly removed from the Property.

13. **Maintenance:** Each Lot and all improvements from time to time located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at the Lot Owner's sole cost and expense.

14. **Slopes and Terraces:** All slopes or terraces on any Lot shall be maintained so as to prevent any erosion therefrom.

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

- a. one detached single-family dwelling;
- b. one single guest house (if permitted by County Zoning Regulations);
- c. one attached and one detached garage; and
- d. two service-type barns, stables or sheds.

No dwelling shall be placed, erected, altered or permitted to remain on any Lot or location except as permitted herein.

16. **Minimum Setback Requirements:** All buildings on a Lot shall have minimum setback distances measured from lot lines and access easements to the nearest wall of such building of fifty (50) feet. Setback variances or exceptions may be granted by the Architectural Committee for good cause shown by the Lot Owner.

17. **Square Footage:** The ground floor (1st floor) area of the single-family dwelling, exclusive of porches, carports or garages, shall not be less than 1,200 square feet for a one-story dwelling, and 1,000 square feet for the main floor of any two-story or split level dwelling.

18. **Landscape Development:** All areas disturbed by construction shall be returned to natural conditions and replanted with suitable ground cover as quickly as is practical.

19. **Tanks:** Elevated (above ground level) tanks shall be screened.

20. **Used or Temporary Structures:** No temporary house, mobile home, basement or trailer, or other structure of a non-permanent nature shall be allowed on any Lot as a place of residence or habitation either permanently or temporarily, and no dwelling shall be occupied in any manner prior to its completion. The Architectural Committee may, in its discretion, grant exceptions to allow temporary human occupation upon a showing of good cause. Construction of any new residential structures or outbuildings shall be completed in no more than one (1) year from the date construction commences.

21. **Modular and Manufactured Homes:** Modular Homes and Manufactured homes are permitted under the following conditions:

- a. The modular or manufactured home must have been originally constructed no more than seven (7) years before the date of placing on the Lot;
- b. The modular or manufactured home has either painted wood product skirting or vinyl skirting affixed to a wood backed structure;
- c. The modular or manufactured home is set on County approved foundations or foundations that meet or exceed FHA approved standards and is properly tied down;
- d. No two modular or manufactured homes are placed together for use as a single residence; and
- e. The modular or manufactured home meets the other covenants contained herein, and complies with all County regulations.

22. **Sanitary Systems:** No sanitary or sewage disposal system shall be constructed, altered or allowed to remain or be used unless fully approved as to design, capacity, location and construction by all property County and State health agencies.

23. **Land Uses:** No improvements nor any noxious activity shall be permitted on any Lot which is or might become a nuisance to neighboring residential tracts.

24. **Fencing:** Fences shall be constructed of standard and typical fencing materials only. No fencing shall be constructed in such a manner as would impair the roadways dedicated into and throughout the Subdivision. The Lot Owner shall be responsible for constructing and completing all appropriate fences prior to the placing of animals on the Owner's Lot. All fences shall be maintained in a sightly condition by the Owner thereof.

25. **Ingress/Egress Within Lots:** To maintain aesthetic values and minimize erosion, no more than one (1) road shall be allowed on the Lot for ingress to and egress from the Principal Residence.

26. **Hunting:** No hunting shall be permitted on the Property.

ARTICLE VII **EASEMENTS**

1. **Dedicated Roads and Easements:** By filing these covenants, Declarant does hereby dedicate to the Association those areas shown as roadways and easements on the approved Subdivision plat. The Association hereby assumes all responsibilities and obligations of maintenance and improvements of said roads, together with the costs of maintaining any shared access roads to the Property.

2. **Utility Easements:** Declarant hereby reserves to itself, its successor and assigns, perpetual easements within the Property boundary, on and along ten (10) feet on either side of all property lines, and on and along all roadways and such additional locations as shown on the Plat, for the purpose of access, constructing, maintaining, operating, replacing, enlarging and repairing power, telephone, water, storm drainage, sewer, gas, and similar lines, pipes, wires, ditches and conduits for the benefit of the Property or other lands owned by Declarant. This right is a perpetual right and shall not be modified by any future covenant changes.

3. **Rights-of-Way:** Declarant hereby reserves to itself, its successors and assigns, perpetual easements across the land in the Property along all those dedicated roadways to the Association as shown on the plat for the purpose of providing access along and through said properties to adjoining property and stock trails of Declarant or Cole Creek Sheep Company and for constructing, maintaining and operating utilities and roadways. This right is a perpetual right which may be dedicated as a public way and shall not be modified by any future covenant changes.

ARTICLE VIII
ENFORCEMENT

1. **Enforcement Actions:** Declarant and the Architectural Committee shall have the right to prosecute an action enforcing the provisions of any of those covenants by injunctive relief, separately, jointly or on behalf of all or part of the Lot owners. In addition, each Owner shall have the right to prosecute an action for injunctive relief and for damages by reason of any covenant violation. The party who substantially prevails in any action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in enforcing these covenants.

ARTICLE IX
GENERAL PROVISIONS

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

2. **Effect and Duration of Covenants:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall be for the benefit of and binding upon each tract in the Subdivision, and each owner of property therein, his successor, representatives and assigns. The covenants herein contained shall be and remain in full force and effect for a period of twenty-five (25) years from the date and after the date thereof, and shall remain in full force and effect thereafter for successive ten (10) year terms unless by agreement of the majority of the then owners of Lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty (25) year period or at the end of any succeeding ten (10) year period.

3. **Amendment:** The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners of seventy percent (70%) of the Lots. Any such amendment shall be ineffective until it shall have been placed of record in the Office of the Natrona County Clerk.

4. **Improvement and Service District:** It is contemplated that in the event an improvement and service district is created that said district can take over the responsibility for authorized improvements and/or facilities.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 21st day of March, 2005.

WCAMP, F.L.L.C.

By: Jon C. Nicolaysen
COLE CREEK SHEEP COMPANY,
its member, by Jon C. Nicolaysen, President

Attest:

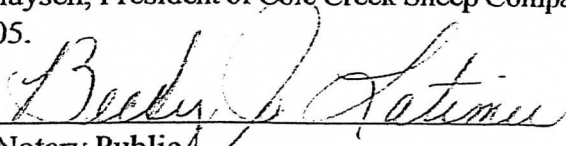
By:

[Signature]
Title: Vice-President

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Cole Creek Sheep Company, Member of Wcamp, F.L.L.C., by Jon C. Nicolaysen, President of Cole Creek Sheep Company, this 21st day of March, 2005.

Witness my hand and official seal.


Notary Public

