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CERTIFICATE OF OWNERSHIP

ACKNOWLEDGEMENT

STATE OF WYOMING }
County of Laramie }

The foregoing instrument was executed on the 4th day of May, 1973.

condition my bond and official seal.
My Commission expires Aug 16, 1938

Thomas L. He
Notary Public

APPROVALS

Approved by the Cheyenne-Laramie County Regional Planning Commission this 22 day of Nov, 1973

W. B. Gray
Secretary

Approved by the Board of County Commissioners of Laramie County, Wyoming this 22nd day of May, 1973

John B. Atkinson - 5085
County Clerk

[Faint circular stamp]

John E. Hillman

[illegible]MOUNTAIN MEADOWS
SUBDIVISION

A Subdivision of P.O. of
Section 21, T.14N., R.75W., 65th RM.
Laramie County, Wyo.

Erasmus, W., 1989

Scale 1" = 200 feet

Apr. 1 1973 . EXC

e.j. kelley & associates
ARCHITECTS & ENGINEERS
200 N. 1ST AVE., SUITE 1000, DENVER, CO 80202
(303) 733-1111

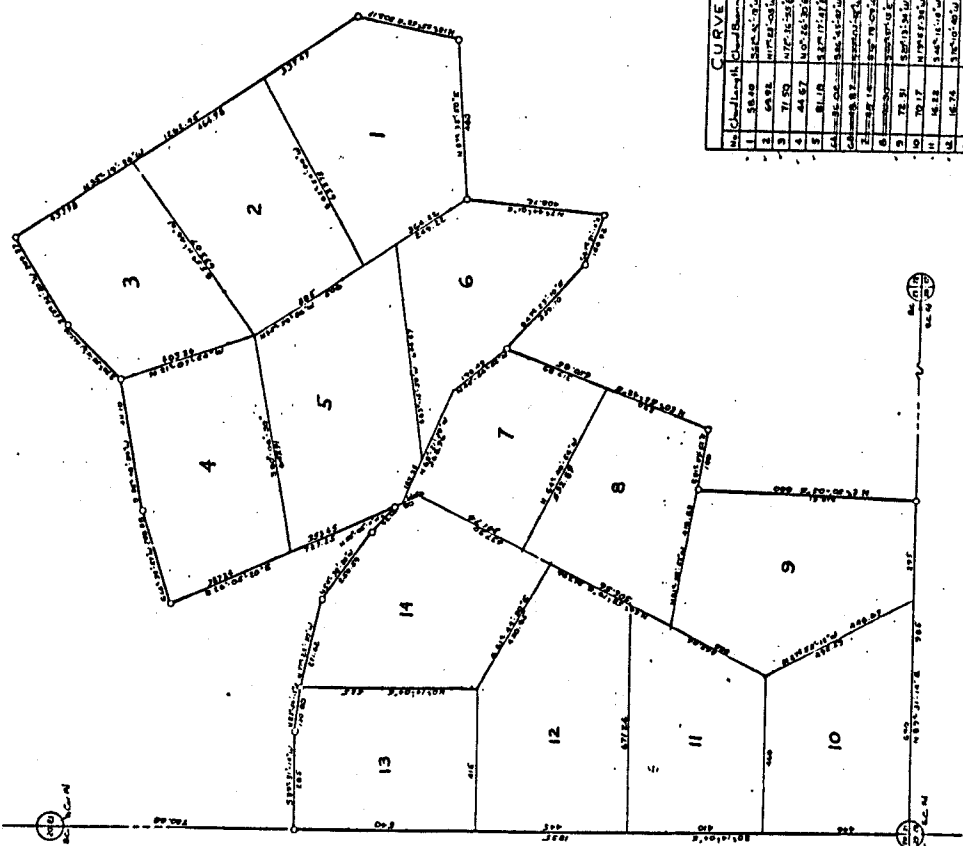
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Notes

2. Access to this land is recorded with the County Clerk Ex-Officio Register of Deeds for Lawrence County, Wyoming in Book 966 on Page 580
in Book 967 on Page 390 (391)

CURVE DATA				
Wavelength	Refractive Index	Thickness	Phase	Date
1	1.5140	0.0000	0.0000	10/2/49
2	1.5138	0.0000	0.0000	10/2/49
3	1.5136	0.0000	0.0000	10/2/49
4	1.5134	0.0000	0.0000	10/2/49
5	1.5132	0.0000	0.0000	10/2/49
6	1.5130	0.0000	0.0000	10/2/49
7	1.5128	0.0000	0.0000	10/2/49
8	1.5126	0.0000	0.0000	10/2/49
9	1.5124	0.0000	0.0000	10/2/49
10	1.5122	0.0000	0.0000	10/2/49
11	1.5120	0.0000	0.0000	10/2/49
12	1.5118	0.0000	0.0000	10/2/49
13	1.5116	0.0000	0.0000	10/2/49
14	1.5114	0.0000	0.0000	10/2/49
15	1.5112	0.0000	0.0000	10/2/49
16	1.5110	0.0000	0.0000	10/2/49
17	1.5108	0.0000	0.0000	10/2/49
18	1.5106	0.0000	0.0000	10/2/49
19	1.5104	0.0000	0.0000	10/2/49
20	1.5102	0.0000	0.0000	10/2/49
21	1.5100	0.0000	0.0000	10/2/49
22	1.5098	0.0000	0.0000	10/2/49
23	1.5096	0.0000	0.0000	10/2/49
24	1.5094	0.0000	0.0000	10/2/49
25	1.5092	0.0000	0.0000	10/2/49
26	1.5090	0.0000	0.0000	10/2/49
27	1.5088	0.0000	0.0000	10/2/49
28	1.5086	0.0000	0.0000	10/2/49
29	1.5084	0.0000	0.0000	10/2/49
30	1.5082	0.0000	0.0000	10/2/49
31	1.5080	0.0000	0.0000	10/2/49
32	1.5078	0.0000	0.0000	10/2/49
33	1.5076	0.0000	0.0000	10/2/49
34	1.5074	0.0000	0.0000	10/2/49
35	1.5072	0.0000	0.0000	10/2/49
36	1.5070	0.0000	0.0000	10/2/49
37	1.5068	0.0000	0.0000	10/2/49
38	1.5066	0.0000	0.0000	10/2/49
39	1.5064	0.0000	0.0000	10/2/49
40	1.5062	0.0000	0.0000	10/2/49
41	1.5060	0.0000	0.0000	10/2/49
42	1.5058	0.0000	0.0000	10/2/49
43	1.5056	0.0000	0.0000	10/2/49
44	1.5054	0.0000	0.0000	10/2/49
45	1.5052	0.0000	0.0000	10/2/49
46	1.5050	0.0000	0.0000	10/2/49
47	1.5048	0.0000	0.0000	10/2/49
48	1.5046	0.0000	0.0000	10/2/49
49	1.5044	0.0000	0.0000	10/2/49
50	1.5042	0.0000	0.0000	10/2/49
51	1.5040	0.0000	0.0000	10/2/49
52	1.5038	0.0000	0.0000	10/2/49
53	1.5036	0.0000	0.0000	10/2/49
54	1.5034	0.0000	0.0000	10/2/49
55	1.5032	0.0000	0.0000	10/2/49
56	1.5030	0.0000	0.0000	10/2/49
57	1.5028	0.0000	0.0000	10/2/49
58	1.5026	0.0000	0.0000	10/2/49
59	1.5024	0.0000	0.0000	10/2/49
60	1.5022	0.0000	0.0000	10/2/49
61	1.5020	0.0000	0.0000	10/2/49
62	1.5018	0.0000	0.0000	10/2/49
63	1.5016	0.0000	0.0000	10/2/49</

TRACT	AREA
No	Acres
1	6.744
2	6.240
3	5.603
4	6.286
5	6.805
6	7.679
7	5.378
8	7.883
9	5.826
10	5.311
11	6.932
12	5.204
13	5.204
14	6.433
Total	83.648



RECORDED 30 1973 AT 4:32 O'CLOCK P.M.

296087

RECEPTION NO. JOHN B. HUTSMAN, Recorder

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS
FOR MOUNTAIN MEADOWS SUBDIVISION, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS:

I. Preamble and General Provisions.

A. That the undersigned, being owners of all lands in Mountain Meadows Subdivision and being subdividers of the lots hereinafter described in Mountain Meadows Subdivision, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.

B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Mountain Meadows Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.

D. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. Architectural Control Committee.

A. Membership. The Architectural Control Committee, sometimes herein referred to as the Committee, shall be initially composed of F. O. Rice, 420 South 3rd Street, Laramie; Peter J. McNiff, 816 East 19th Street, Cheyenne; John H. Black, Cheyenne; Edwin L. Ferguson, Jr., Box 621, Cheyenne; and Paul C. Schwieger, Route 2, Box 541, Cheyenne. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any members of the Committee, the remaining members shall have full authority to

name a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its powers or duties.

B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Home Owners Association.

Grantees hereby agree to unite with other Grantees to create a Home Owners Association having rules, regulations and restrictions for the governing, maintaining and improving of all access tracts, recreational tracts, residential and business tracts. In the event any Grantee refuses or fails to comply with said rules, regulations and restrictions, said Grantee may be assessed a fine, the amount of which shall be established by the association members and said fine, once assessed, shall be a continuing lien on that tract owned by the Grantee assessed, until sum has been paid in full, together with such interest and costs of collection as may be charged by the association. Should a majority of the Grantees at any time find the duties and objectives of said Home Owners Association to be best served by a trustee, said majority of Grantees shall have the option of setting up a funded community trust to accomplish said duties and objectives using a bank or other fiduciary as trustee to serve for the benefit of all owners and occupants.

IV. Restrictions and Protective Covenants.

A. Zoning. Certain areas of Mountain Meadows Subdivision, in the future, will be declared to comprise Zone "B1" and shall consist of businesses which, in the opinion of the Committee, provide beneficial goods and services to the community in general and Mountain Meadows Subdivision in particular. No business of any kind shall be initiated without approval in writing from the Committee regarding type, economic feasibility and architectural design. The Cheyenne-Laramie County Health Unit and the Wyoming Department of Public Health approvals must also be submitted in writing prior to the commencement of any construction or any other business activity.

Lots 1 through 14 are hereby declared to comprise Zone "R2" and shall consist of not more than two self contained housekeeping units each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.

B. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots contained in either the future Zone "B1" or the present Zone "R2". Mobile homes, basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved by the Committee, they shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than eighteen months. Modular homes or mobile homes shall be permitted only upon prior approval of the Committee and in accordance with all standards contained herein. Unlicensed automobiles, trucks, abandoned machinery and building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in a structure of a type and design as previously approved by the Committee. The ecological and aesthetic integrity of all lots herein described will be given primary consideration with regard to

development, recreational usage, storage of equipment of all types, grazing, fencing and sanitation. An easement, forty feet in width, shall be maintained on all sides of each lot for the purpose of general access, private access, utility access, hiking trails, bridle paths, recreational uses, etc., peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith. No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of natural drainage in the easements or area or which may obstruct or retard the flow of water through natural drainage channels in the easements or area. The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

C. Structural Standards. All structures shall be constructed of sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without the approval of the Committee. All structures erected in accordance with this requirement shall be rustic and/or blend harmoniously with the area and other developments within the Subdivision and shall be approved by the Committee prior to any construction.

D. Lot Size. No further subdivision of any of the lots herein described will be permitted without prior written consent by the Committee and in no case will any lot or portion thereof be permitted in a size less than two acres. No structure will be permitted within 50 feet of any easement and/or property line.

E. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period in Zone "R2". Signs necessary to the operation of businesses developed in the future Zone "B1" shall be considered part and parcel of the construction plans and as such are subject to the approvals thereof. All signs erected in accordance with this requirement shall be rustic

in appearance and/or blend harmoniously with the area and with other developments within the Subdivision.

F. Livestock, Poultry and Pets. All livestock, poultry and pets shall be maintained on the premises in a sanitary and well cared for condition; and will not be permitted to run at large, to be bred, or kept for commercial purposes, in Zone "R2". Grazing will not be permitted to such an extent as to jeopardize the natural vegetation, consequently, livestock must be dry lot fed for the most part. Livestock, poultry and pets will not be permitted to constitute a nuisance and in the event, in the opinion of the Home Owners Association, trustee or the Committee, such a situation develops, they will be disposed of immediately to the level and satisfaction of the said governing group.

G. Garbage and Refuse Disposal. Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of any lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Home Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor.

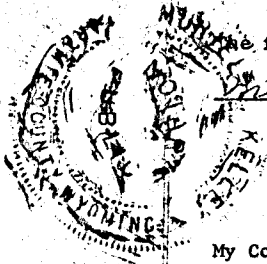
H. Water Supply and Sewerage. Individual or group water supplies and sewerage treatment facilities shall be constructed and equipped in accordance with Laramie County Health Unit and the Wyoming Department of Health standards and requirements. No individual water supply shall be registered with the State Engineer's Office in excess of five gallons per minute flow. All sewerage treatment facilities shall be of the evapo-transpiration or closed vault type as approved by the proper health authorities.

Dated this 18th day of May, 1973.

Edwin L. Ferguson, Jr.
Edwin L. Ferguson, Jr.

Gladys M. Ferguson
Gladys M. Ferguson

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.



The foregoing instrument was acknowledged before me this 18th day of May, 1973.

Muriel L. Kelley
Notary Public

My Commission Expires May 15, 1974.



B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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Dated this 18th day of May, 1973.

(s) Edwin L. Ferguson, Jr.

(s) Gladys M. Ferguson

STATE OF WYOMING)
)ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 18th day of May, 1973.

(s) Muriel J. Kelley
Notary Public

NOTARIAL SEAL AFFIXED.
My Commission Expires May 15, 1974.



MOUNTAIN MEADOWS SUBDIVISION

PART OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 70 WEST,
LARAMIE COUNTY WYOMING

STATEMENT OF ENVIRONMENTAL OBJECTIVES

The following statement of environmental objectives is set forth to insure that the development of lots contained therein will serve the best interests of Laramie County and more specifically the prospective purchasers of said tracts in a manner conducive to the health and well being of said purchasers:

I. Availability of Potable Water

- A. There are several springs and an intermittent stream located on this property which, when developed in accordance with county and state health regulations, will serve as a source of potable water. Due to the type of sewage disposal systems required (evapo-transpiration or vault), these water sources will not be subject to contamination by inhabitants.
- B. Ground water is available at anticipated depth varying from 60 to 200 feet (actual depth will depend on drill site).
- C. It is anticipated that each resident develop and maintain a source of potable water. This, however, is not to rule out joint ventures between two or more residents for the purpose of providing a common water source.

II. Suitability of Sewage Disposal System

(Please refer to Protective Covenants, Preliminary Plat and Final Plat)

III. Private Access

- A. Easement to provide access across private and city land is filed (City-Public Book 966, Page 580, Ferguson, et al, Book 967, Page 390 B-391).
- B. Lot access will be filed along with final plat, thus providing access through the unplatted portions of Section 21 to the platted portion.
- C. All access within subdivision is to be private with no dedication to the public.

IV. Mineral Rights

The mineral rights were reserved in a deed by Martha Ferguson (a widow) to Edwin L. Ferguson (both parties now deceased). In order to set out the mineral rights, a

On race, color, religion, sex, handicap, limited status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).



probate action would be required by the heirs. The possibility of interference or disturbance of this property through the development of mineral rights appears to be not only physically but legally remote.

V. Social Impact

Mountain Meadows Subdivision will contain a total of approximately 87 lots, 14 of which are contained in this platting. Current anticipations are to have this subdivision developed within a ten-year time frame. The following data is based on the 14 lots contained in this platting at 3.5 persons per lot.

- A. Transportation requirements will not be significantly changed as the road usage will only increase by a maximum of 28 vehicles per day which is very minor, compared to the existing local and recreational usage.
- B. School requirements will remain relatively unchanged as the 14 lots will contribute approximately 7 students to the system only if the lots are used on a year-around basis.

This statement of environmental objectives is hereby made in good faith using the best available knowledge and data.

Signed this 11 day of July, 1974, by the owners.

Edwin L. Ferguson, Jr.
Edwin L. Ferguson, Jr.

and

Gladys M. Ferguson
Gladys M. Ferguson

STATE OF WYOMING)
COUNTY OF LARAMIE) ss.

The foregoing instrument was acknowledged before me by Edwin L. & Gladys M. Ferguson this 11 day of July, 1974



My Commission Expires June 27, 1974

WHEREAS, on the 10th day of January, 1978, Articles of Incorporation were filed with the Secretary of State of the State of Wyoming relating to a corporation known as Mountain Meadows Home Owners Association, Inc., and

WHEREAS, pursuant to the By-Laws of said corporation, the purpose of the corporation is to set up and enforce rules, regulations, and restrictions for the governing of Mountain Meadows Subdivision, and

WHEREAS, said corporation was set up pursuant to and consistent with the provisions of paragraph III of the declaration of Protective Covenants for Mountain Meadows Subdivision, First Filing, and

WHEREAS, at a meeting of the corporation held in Cheyenne, Wyoming, on the 8th day of March, 1978, a majority of the membership unanimously adopted the following resolution for the purpose of making the existence of the corporation a matter of public record.

THEREFORE, BE IT HEREBY RESOLVED:

1. That this resolution be filed for public record in the office of the Clerk for Laramie County, State of Wyoming, relating to the following described property, to wit:

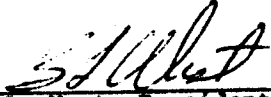
Mountain Meadows Subdivision, First Filing, a portion of Section 21, Township 14 North, Range 75 West of the 6th P.M., Laramie County, State of Wyoming.

2. That the officers of the corporation shall be authorized to execute this resolution by all necessary and proper means and to deliver the same to the Laramie County Clerk so that the same may be recorded as a matter of public record.

DATED this 24 day of April, 1978.

MOUNTAIN MEADOWS HOME OWNERS
ASSOCIATION,

By:


B. L. West, President

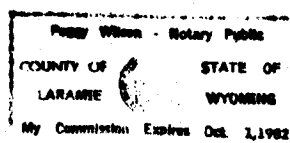
ATTEST:

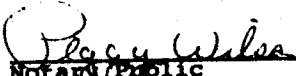

Ernest W. Halle Assistant Secretary

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

On this 24th day of April, 1978, before me personally appeared B. L. West, to me personally known, who, being by me duly sworn, did say that he is the President of Mountain Meadows Home Owners Association, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors and membership and the said B. L. West acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 24th day of April, 1978.




Notary Public

RECORDED MAY 1 1981 AT 12:45 O'CLOCK P.M.
618460
Reception Fee JANET C. WINTHROP, Recorder
DECLARATION

THIS DECLARATION is hereby executed to adopt for the third filing of the Mountain Meadows Subdivision as approved by the Board of County Commissioners on March 13, 1979, the same Protective Covenants as filed for the first filing of said Subdivision, these Protective Covenants being recorded in Book 984, page 39 of the records of the County Clerk, Laramie County, Wyoming, said covenants to apply to lots number 34 through number 90 of said third filing, with these lots to be classified thereunder in R 2 status.

By Edwin L. Ferguson

By Gladys M. Ferguson

STATE OF WYOMING)
COUNTY OF Laramie) ss.

The foregoing instrument was acknowledged by me by Edwin L. Ferguson, Jr.
and Gladys M. Ferguson this 1st day of August, 1980.



Harold S. Hansen
Notary Public

From December 31, 1982

9-11
MAY 10 1984 7 32
RECORDED AT 7 32 O'CLOCK P.M.
744788
Reception No. JANET C. WHITEHEAD, Recorder



RESOLUTION

WHEREAS, on the 17th day of February, 1984, Articles of Incorporation were filed with the Secretary of State of the State of Wyoming relating to a Corporation known as Mountain Meadows Home Owners Association, Inc., and

WHEREAS, said Corporation was set up pursuant to and consistent with the provisions of Paragraph III of the Declaration of Protective Covenants for Mountain Meadows Subdivision, First Filing, Second Filing and Third Filing, and

WHEREAS, pursuant to the By-Laws of said Corporation, the purpose of the Corporation is to set up and enforce rules, regulations and restrictions for the governing of Mountain Meadows Subdivision for the purpose of protecting the value and desirability of the real property, and

WHEREAS, Paragraph II of the Declaration of Protective Covenants for the Mountain Meadows Subdivision, First Filing, Second Filing and Third Filing, provides for the maintenance of an Architectural Control Committee, the responsibility for which has now been assumed by the Corporation, and

WHEREAS, because the membership of the Architectural Control Committee of the Corporation may change, from time to time, it is the desire of the Board of Directors of the Corporation that the following named person be designated, as a matter of public record, as the person responsible for maintaining, on a current basis, a roster as to the present membership of the Architectural Control Committee, such person being:

Ernest W. Halle
Attorney at Law
P.O. Box 826
Cheyenne, WY 82003
(307)634-4111, and

WHEREAS, at a meeting of the Board of Directors of the Corporation held in Cheyenne, Wyoming on the 11th day of April, 1984, the following resolution was unanimously adopted for the purpose of making the existence of the Corporation and the Architectural Control Committee of the Corporation a matter of public record.

THEREFORE, BE IT HEREBY RESOLVED:

1. That this Resolution be filed for public record in the Office of the Clerk for Laramie County, Wyoming, relating to the following described property, to wit:

Mountain Meadows Subdivision, First Filing
Second Filing and Third Filing, a portion
of Section 21, Township 14 North, Range 70
West of the 6th P.M., Laramie County, State
of Wyoming.

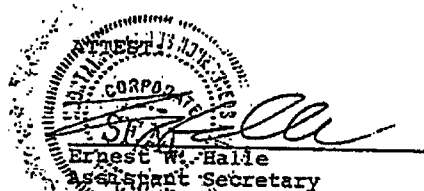


2. That the officers of the Corporation shall be authorized to execute this Resolution by all necessary and proper means and to deliver the same to the Laramie County Clerk so that the same may be recorded as a matter of public record.

DATED this 11th day of April, 1984.

MOUNTAIN MEADOWS HOME OWNERS
ASSOCIATION, INC.,
BY:

Jim Williamson
Jim Williamson, President

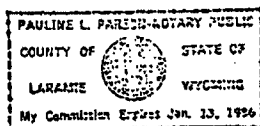


STATE OF WYOMING)

COUNTY OF LARAMIE) ss

On this 11th day of April, 1984, before me personally appeared Jim Williamson, to me personally known, who, being by me duly sworn, did say that he is the President of Mountain Meadows Home Owners Association, Inc., and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and the said Jim Williamson acknowledged said instrument to be the free act and deed of said Corporation.

Given under my hand and notarial seal this 11th day of April, 1984.



Pauline L. Parson
NOTARY PUBLIC

COPY TO ASSESSOR

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

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145869

CERTIFICATE OF AMENDMENT TO COVENANTS

WHEREAS, an Annual Membership Meeting of Mountain Meadows Homeowners Association, Inc., a non-profit Wyoming Corporation, was held at Cheyenne, Wyoming on the 13th day of April, 1994, in which a quorum was present either in person or by proxy, and

WHEREAS, at said meeting, a item on the agenda referenced the Protective Covenants relating to the following described property located in Laramie County, Wyoming, to wit:

Lots 1 through 14, Mountain Meadows Subdivision, First Filing, County of Laramie, State of Wyoming.

Lots 15 through 33, Mountain Meadows Subdivision, Second Filing, County of Laramie, State of Wyoming.

Lots 34 through 90, Mountain Meadows Subdivision, Third Filing, County of Laramie, State of Wyoming, and

WHEREAS, after discussion it was moved, seconded and adopted by a majority of the Members that the following Covenants be amended as follows:

IV. RESTRICTIONS AND PROTECTIVE COVENANTS.

B. Land Use:

No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots contained in either the future Zone "B1" or the present Zone "R2". Basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved by the Committee, they shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than eighteen months. Except for licensed and operable RV vehicles, no modular homes or mobile homes shall be permitted. Unlicensed automobiles, trucks, abandoned machinery, trash and construction or building materials will not be permitted to be stored on the premises at anytime unless such items are placed totally out of view in a garage, container or storage shed of a type and design as previously approved by the Committee. The ecological and aesthetic integrity of all lots herein described will be given primary consideration with regard to development, recreational usage, storage of equipment of all types, grazing, fencing and sanitation. An easement, twenty feet in width, shall be maintained on all sides of each lot for the purpose of general access, private access, utility access, hiking trails, bridle paths, recreational uses, etc. Peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith. No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of water through natural drainage channels in the easements or area. The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

Restrictions relating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).

IV. RESTRICTIONS AND PROTECTIVE COVENANTS.

D. Lot Size:

No further subdivision of any of the lots herein described will be permitted without prior written consent by the Committee and in no case will any lot or portion thereof be permitted in a size less than five acres. No structure will be permitted within 25 feet of any property line, being defined as the line that runs down the center of the twenty foot easement.

DATED this 19 day of MAY, 1994.



Sheila D. Neelands
Corporate Secretary

MOUNTAIN MEADOWS HOMOWNERS
ASSOCIATION, INC.

By

K.C. Keffer
President

STATE OF WYOMING)
)ss
COUNTY OF LARAMIE)

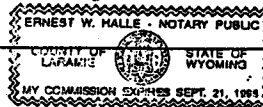
The above instrument was acknowledged in person before me by K.C. Keffer, President and Sheila Neelands, Corporate Secretary of Mountain Meadows Homeowners Association, Inc. this 19th day of May, 1994.

Witness my hand and official Seal.

Ernest W. Halle

Notary Public

My Commission Expires



25-25

075380

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

CERTIFICATE OF RESOLUTION

'90 SEP 25 PM 1 45

WHEREAS, an Annual Membership Meeting of Mountain Meadows Homeowners Association, Inc., a non-profit Wyoming Corporation was held at Cheyenne, Wyoming, on the 8th day of April, 1987, in which a quorum was present and;

WHEREAS, during the course of said meeting a general discussion was had with reference to Section IV, Paragraph D, of the Declaration of Protective Covenants relating to the following described property, to-wit:

Mountain Meadows Subdivision, First, Second and Third Filings, all located in Laramie County, Wyoming, and;

WHEREAS, the last sentence of said paragraph now provides, "No structure will be permitted within 50 feet of any easement and/or property line.", which sentence the membership found to be generally ambiguous, and;

WHEREAS, after discussion, it was moved, seconded and unanimously approved that the following resolution be adopted:

RESOLVED, that the ambiguity contained in Section IV, Paragraph D, of the Declaration of Protective Covenants relating to the Mountain Meadows Subdivision, First, Second and Third Filings, all located in Laramie County, Wyoming, be clarified and henceforth to mean, "No structure will be permitted within 50 feet of any property line."

FURTHER RESOLVED, that the President and Assistant Secretary of the Corporation execute any and all documents which may be required in order to record, as a matter of public record, the Clarification herein contained.

DATED this 21st day of September, 1990.

MOUNTAIN MEADOWS HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
Assistant Secretary

By: [Signature]
President

STATE OF WYOMING)
COUNTY OF LARAMIE) ss

The above instrument was acknowledged in person before me by Nancy Lovell, President, and Ernest W. Halle, Assistant Corporate Secretary of Mountain Meadows Homeowners Association, Inc. this 21 day of September, 1990.

Witness my hand and official seal.



[Signature]
Notary Public

STATE OF WYOMING)
) S.S.
COUNTY OF LARAMIE)

DECLARATION OF PROTECTIVE COVENANTS
FOR MOUNTAIN MEADOWS SUBDIVISION, FIRST FILING

KNOW ALL MEN BY THESE PRESENTS:

I Preamble and General Provisions.

- A That the undersigned, being owners of all lands in Mountain Meadows Subdivision and being subdividers of the lots hereinafter described in Mountain Meadows Subdivision, Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.
- B. The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Mountain Meadows Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restriction and covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to amend said covenants in whole or in part.
- C. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages.
- D. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

II. Architectural Control Committee.

- A. Membership. The architectural Control Committee, sometimes herein referred to as the Committee, shall be initially composed of R.O. Rice, 420 South 3rd Street, Laramie; Peter J. McNiff, 816 East 19th Street, Cheyenne; John H. Black, Cheyenne; Edwin L. Ferguson, Jr., Box 621, Cheyenne; and Paul C. Schwieger, Route 2, Box 541, Cheyenne. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to name a successor. Neither the members of the Committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, and to reduce or restore to it any of its powers or duties.
- B. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been

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Covenants

RECORDED 6/16/2000 AT 11:09 AM REC# 275702 WK# 1557 PG# 497
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 4

submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- C. Approval of Plans and Improvements. For the purpose of further insuring the development of the lands so platted as an area of high standards, the Committee reserves the power to control the buildings, structures, fences and other improvements placed on each lot, as well as to make such exceptions to these Restrictions and Protective Covenants as it shall deem necessary and proper.

III. Home Owners Association

Grantees hereby agree to unite with other Grantees to create a Home Owners Association having rules, regulations and restrictions for the governing, maintaining and improving of all access tracts, recreational tracts, residential and business tracts. In the event any Grantee refuses or fails to comply with said rules, regulations and restrictions, said Grantee may be assessed a fine, the amount of which shall be established by the association members and said fine, once assessed, shall be a continuing lien on that tract owned by the Grantee assessed, until sum has been paid in full, together with such interest and costs of collection as may be charged by the association. Should a majority of the Grantees at any time find the duties and objectives of said Home Owners Association to be best served by a trustee, said majority of Grantees shall have the option of setting up a funded community trust to accomplish said duties and objectives using a bank or other fiduciary as trustee to serve for the benefit of all owners and occupants.

IV. Restrictions and Protective Covenants.

- A. Zoning. All lots are hereby declared to comprise Zone "R2" and shall consist of not more than two self contained housekeeping units each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises, but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.
- B. Land Use. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. No more than three structures of any kind shall be erected or permitted to remain on any of the lots. The principle dwelling shall have a minimum fully enclosed ground floor area devoted to living purpose, exclusive of porches, terraces, and garages of 1000 square feet, except that where the said principle dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1200 square feet, it being understood that these minimum requirements are exclusive of basement area. Basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved by the Committee, they shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than eighteen months. Except for licensed and operable RV vehicles, no modular homes or mobile homes shall be permitted. Unlicensed automobiles, trucks, abandoned machinery, trash and construction or building materials will not be permitted to be stored on the premises at anytime unless such items are places

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Covenants

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DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 2 OF 4

totally out of view in a garage, container or storage shed of a type and design as previously approved by the Committee. The ecological and aesthetic integrity of all lots here in described will be given primary consideration with regard to development, recreational usage, storage of equipment of all types, grazing, fencing and sanitation. An easement, twenty feet in width, shall be maintained on all sides of each lot except for the wouth boundries of lot 50, 52, 53 which shall remain as platted in the Third Filing dated December 19, 1978, for the purposes of geneal access, private access, utility access, hiking trails, bridle paths, recreational uses, etc. Peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith. No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenace of utilities, ingress or egress, or which may change the direction of the flow of water through natural channels in the easements or area. The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

- C. **Structural Standards.** All structures shall be constructed of sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without approval of the Committee. All dwellings shall be constructed according to FHA approved building requirements prevailing on the date the building is constructed, it being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded. All buildings, structures, and fencing erected in accordance with this requirement shall be rustic and/or blend harmoniously with the area and other developments within the Subdivision and shall be approved by the Committee prior to any construction. No fence will be permitted in any easement and in no way will a fence be permitted within twenty-five feet of the center line of any existing or future easement road.
- D. **Lot Size.** No further subdivision of any of the lots herein described will be permitted without prior written consent by the Committee and in no case will any lot or portion thereof be permitted in a size less than five acres. No structure will be permitted within 25 feet of any property line, being defined as the line that runs down the center of the twenty foot easement.
- E. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period, or a sign indicating location of lot number for the purpose of emergency location. All signs erected in accordance with this requirement shall be rustic in appearance and/or blend harmoniously with the area and with other developmetns within the Subdivision.
- F. **Livestock, Poultry, and Pets.** All livestock, poultry, and pets shall be maintained on the premises in a sanitary and well cared for condition; and will not be permitted to run at large, to be bred, or kept for commercial purposes. Grazing will not be permitted to such an extent as to jeopardize the natural vegetation, consequently, livestock must be dry lot

dry lot fed for the most part. Livestock, poultry, and pets will not be permitted to constitute a nuisance and in the event, in the opinion of the Home Owners Association, trustee or the Committee, such a situation develops, they will be disposed of immediately to the level and satisfaction of the said governing group.

- G. **Garbage and Refuse Disposal.** Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designate area for the disposal thereof. In the event that any owner of a lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Home Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner is billed therefor.
- H. **Water Supply and Sewerage.** Individual or group water supplies and sewerage treatment facilities shall be constructed and equipped in accordance with Laramie County Health Unit and the Wyoming Department of Health standards and requirements. No individual water supply shall be registered with the State Engineer's Office in excess of five gallons per minute flow. All sewerage treatment facilities shall be of the evapo-transpiration or closed vault type as approved by the proper health authorities.

DATED this 1 day of SEPTEMBER, 1999
MOUNTAIN MEADOWS HOMEOWNERS
ASSOCIATION, INC.
By

Fred Spivy
Corporate Secretary

Kurt W. Cockley
President

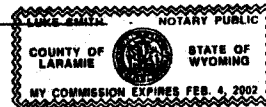
STATE OF WYOMING)
)ss
COUNTY OF LARAMIE)

The above instrument was acknowledged in person before me by Kurt W. Cockley, President and Fred Spivy, Corporate Secretary of Mountain Meadows Homeowners Association, Inc. this 14 day of JUNE, 2000.
~~1999~~.

Witness my hand and official Seal.

[Signature]
Notary public

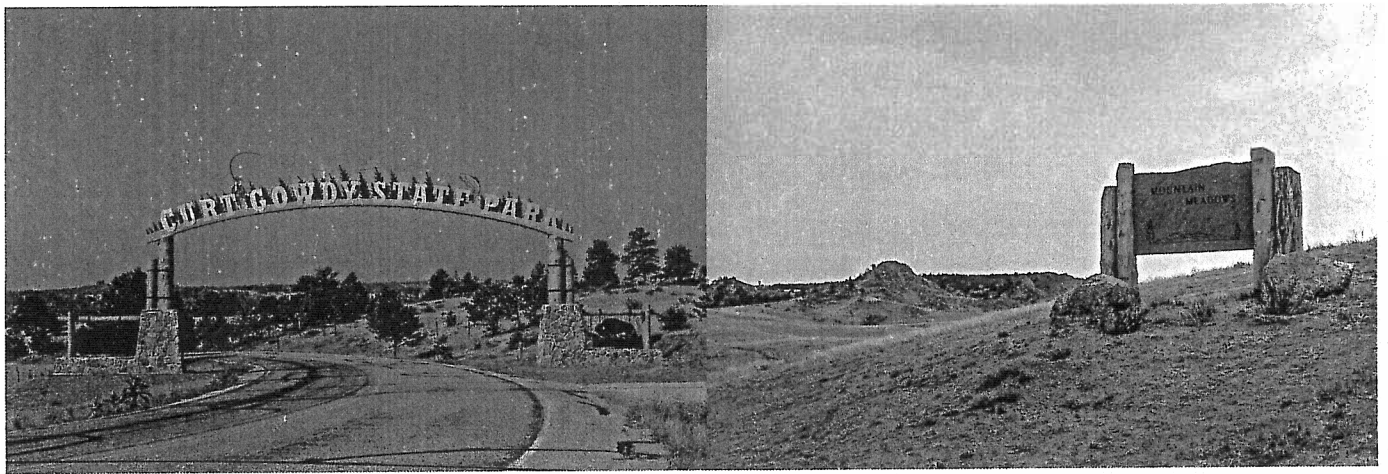
My Commission Expires 02-04-02



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Covenants

RECORDED 6/16/2000 AT 11:09 AM REC# 275702 KB 1557 PG# 500
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 4 OF 4



Mountain Meadows
Home Owners Association
Covenants and By Laws
2013



Amendment to the By-Laws of Mountain Meadows Home Owner's Association, Inc.

At the Mountain Meadows Home Owner's Association, Inc.'s annual meeting, an amendment to the existing by-laws was proposed and voted on by the membership. Pursuant to the "Amendment of By-Laws" section of the existing by-laws, the by-laws may be amended by 51% vote of the members. Fifty seven percent (57%) of the membership (or 53 out of 92 lots) voted to amend the by-laws. The record of the votes are maintained at the law firm of Woodhouse Roden Nethercott, LLC, counsel for the HOA. The by-laws are hereby amended, as follows:

The "Amendment of By-Laws" section in the by-laws is hereby amended as follows:

These by-laws may be altered, amended, or repealed, and new By-Laws may be adopted at a meeting where a quorum is present and there is an approval of 51% of the votes received. If a quorum is not present, item shall be mailed to the membership. and The ballot sent to the membership will include a deadline within which the membership must respond in order for its vote to be counted. The amendment shall be ratified with the approval of 51% of the votes received.

All other provisions shall remain the same and in full force and effect.

Signed this 30 day of September, 2013.



Marla Wertz,
President of the Mountain Meadows Home Owners' Association, Inc.
On behalf of the Mountain Meadows Home Owners' Association, Inc.

Christine R. Cochley
Secretary

MOUNTAIN MEADOWS HOME OWNERS ASSOCIATION, INC.

BY-LAWS

POST OFFICE BOX

The Post Office Box of the Corporation shall be located at P.O. Box 2969, Cheyenne, WY 82003, City of Cheyenne, County of Laramie, State of Wyoming.

PURPOSE

The purpose of the Corporation is to set up and enforce rules, regulations, and restrictions for the governing of Mountain Meadows Subdivision for the purposes of protecting the value and desirability of the real property.

MEMBERS

Section 1: Membership

All persons or Corporations who have any ownership interest in any tract or lot of Mountain Meadows Subdivision, including those persons or corporations who are purchasing by way of contract for deed, shall

be members of the Corporation. Owners shall not mean and refer to a vendor selling under a contract for deed.

Section 2: Powers and Rights of Members

Members of the Corporation have the power:

- a) To elect Directors of the Corporation at the annual meeting of members.
- b) To remove from office any Director or Officer for good and sufficient Cause, at a regular or special meeting.
- c) To hear, consider, and approve or disapprove reports of the Board of Directors, Officers, and Committees of the Corporation.
- d) To modify, suspend, or veto any decision of the Board of Directors by majority vote of all members.
- e) To hear and act as an arbiter in any dispute between or concerning the Directors, Officers, or individual members.
- f) To, by majority vote, adopt resolutions for the guidance and direction of the Corporation at any annual or special meeting, and such resolutions shall be binding on the Board and continue to be in effect until the next annual meeting of the members.
- g) To, by majority vote, borrow money for the purpose of improving or operating the common areas.

Section 3: Voting Rights

a) On each matter submitted to a vote of the members, each tract or lot shall be entitled to one vote by delegate who shall be elected by the respective owner or owners as the case may be. For example, should two or more members have an ownership interest in a particular tract or lot, said members regardless of the number thereof, shall elect a delegate to cast only one vote representing the voting interest in that one tract or lot.

b) The term majority vote as used here in shall mean 51% of all votes received.

c) The membership rights (including voting rights) of any member may be suspended by action of the Board of Directors if such member shall have failed to pay any assessment or charge lawfully imposed upon him or any property owned by him.

d) If, at any time, there is a quorum present, but, there is insufficient numbers present in which to make a binding decision of the Corporation such as in the case where a 51% vote is required, all members shall be entitled to vote, by mail as provided for herein, on the question before the membership.

e) Voting shall be allowed by Proxy provided that such Proxy shall first be registered with the Secretary of the Corporation.

Section 4: Transfer of Membership

Membership in this Corporation shall automatically transfer with any tract or lot conveyed by deed, contract for deed, operation of law or otherwise.

DUES AND ASSESSMENTS

Section 1: General

Dues may be assessed against all tracts or lots for operating expenses, in such amount as may be determined by a 51% vote of the membership. Unpaid dues shall constitute a lien against each delinquent tract or lot until such time as such dues so assessed are paid in full.

Section 2: Purpose of Dues and Assessments

The assessments levied by the Corporation shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the maintenance, preservation and operation of the roads and roadways and the common areas, if any.

Section 3: Maximum Annual Dues

The amount of the annual assessment of dues shall be determined, beginning in 2006, for periods of three (3) years by a majority vote of the membership based upon a proposed budget submitted by the Board of Directors. Annual assessment for any year of the three-year period may be reduced by a majority vote of the Board of Directors, but the annual rate may not be raised above the rate approved by the majority of the membership.

Section 4: Effects of Nonpayment of Dues or Assessments: Remedies of the Corporation

Any assessment not paid within thirty (30) days after the due date, April 30 of the assessed year, shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Corporation may 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.

Section 5: Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Corporation may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the said Common Area, if any, including fixtures and personal property related thereto, provided that any such assessment shall have the assent to 51% of the votes of members.

MEETINGS OF MEMBERS

Section 1: Annual Meeting

An annual meeting of the members shall be held at such time and place as may be determined by the Directors, during the month of April of each year, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the elections to be held at a special meeting of the members as soon thereafter as is convenient.

Section 2: Additional Meetings

An additional meeting of the members shall be held at such time and place as may be determined by the Directors during the month of September for the transaction of such business as may come before the meeting. Twenty days' notice, containing a proposed agenda, shall be given of all meetings.

Section 3: Special Meetings

Special meetings of the Board of Directors may be held, five days' notice having been given specifying date, time, place, and proposed agenda.

Section 4: Quorum

One-third (1/3) of the tracts of lots represented by its owners for the transaction of business in any meeting of the Corporation shall constitute a quorum.

Section 5: Informal Action by Members

Any action required by law to be taken at a meeting of the members, or any other action that may be taken at a meeting of members, may be taken without a quorum present if the action is subsequently approved by a meeting of the members or approved by mail vote as herein provided.

Section 6: Voting by Mail

a) All members will be entitled to vote by mail, including electronic mail, under the following conditions or circumstances:

- 1) If there is less than a quorum present at any meeting of the membership.
- 2) Concerning financial matters, including assessments.

3) ~~Those cases~~ where there is no more than a quorum at a meeting of members, and there is less than a unanimous vote on the actions requiring majority vote of the membership.

b) On those matters requiring a vote by mail, the Secretary shall prepare a ballot and forthwith mail the same to all members listed on the membership roster, giving instructions that the ballots must be returned within twenty (20) days.

c) So that the members shall be able to receive all notices and ballots as provided for herein, it shall be each member's responsibility to keep the Secretary of the Corporation advised, from time to time, as to his or her current address.

BOARD OF DIRECTORS

Section 1: General Powers

The affairs of the Corporation shall be managed by its Board of Directors, and the Board shall provide the general membership with an annual report of Board action.

Section 2: Number, Tenure, and Qualifications

The number of Directors shall be nine (9). Directors shall be elected at the annual meeting of members, and the term of office of each Director shall be for three (3) years, staggered so three will be three (3) retiring each year at the next annual meeting of members and the election and qualification of his successor. Directors must be owners of tracts of lots in Mountain Meadows subdivision.

If applicable, the immediate past Chairman shall continue to serve on the Board as an ex non-voting member.

Section 3: Regular Meetings

A regular meeting of the Board of Directors shall be held monthly on a day determined annually by the current members of the Board. The day selected will be reported to the Association membership at the time that the minutes of the Annual Membership Meeting are distributed. The Board of Directors may provide the time and place for holding additional regular meetings. Additional regular meetings shall be held at such places as may be designated, from time to time.

Section 4: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors, and shall be held at such place as the Directors may determine.

Section 5: Notice of Special Meetings

Notice of any special meeting of the Board of Directors shall be given at least three days previously thereto by Written or telephone notice to each Director at his address as shown by the records of the Corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

Section 6: Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Board Decisions

The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these by-laws.

Section 8: Vacancies

Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office. Each appointment by the Board shall be subject to the approval or disapproval of the members at the next regular meeting of the members

Section 9: Chairman of the Board

The Board of Directors, at its first meeting after each annual meeting of the membership, shall choose from among themselves a Chairman of the Board of Directors who shall also be President of the Corporation as hereafter provided. The Chairman shall hold office until a successor is chosen and qualified in his stead.

Section 10: Executive Session

If the Chairman shall deem it necessary, he shall call any meeting of the Board of Directors into executive session at which time only those members who are Directors of the Corporation shall be allowed to participate in the discussion of corporate matters.

Section 11: Compensation

The Directors of the corporation shall not receive any compensation whatsoever for their services.

OFFICERS

The Officers of the Corporation shall be chosen by the Directors and shall be a President, who shall also be the Chairman of the Board of Directors, a Vice-President, a Secretary, a Treasurer, and if needed, Assistant Secretaries.

The Board of Directors, at its first meeting after each annual meeting of the membership, shall choose said Officers.

The Officers of the Corporation shall be chosen solely from the Board of Directors.

The Officers of the Corporation shall hold office until their successors are chosen and qualified in their stead.

Any Officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors or by affirmative vote of the majority of members.

Section 1: President

The President shall also be Chairman of the Board of Directors and shall preside at all meetings of the membership and shall see that all orders and resolutions of the Board of Directors and membership are carried into effect.

He may execute bonds, mortgages and other contracts requiring a seal, under the Seal of the Corporation, which have been first approved by the membership. Any such instrument shall require the attestation of the signature of the Secretary or Assistant Secretary.

Section 2: Vice-President

The Vice-President shall serve in the absence or disability of the President and, while so serving, shall have such powers and responsibilities as are heretofore provided for the President.

Section 3: Secretary

The Secretary or Assistant Secretary shall attend all sessions of the Board of Directors and all meetings of the membership and record all Votes in the minutes of all proceedings in a book to be kept for that purpose.

The Secretary shall be responsible for preparing and mailing ballots on all matters requiring vote by mail and shall follow through to be sure that all members entitled to Vote are given the opportunity to vote as provided for herein.

The Secretary or Assistant Secretary shall keep the Corporate Seal of the Corporation and shall affix said Corporate Seal to all papers requiring a seal.

The Secretary shall give, or cause to be given, notice of all meetings of the membership and of the Board of Directors when such notice is required by law or by these by-laws to be given, and shall perform such other duties as may be prescribed by the Board of Directors or President, under the President's supervision.

Section 4: Treasurer

The Treasurer shall have the custody of the Corporate funds and securities and shall keep full and accurate records of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

He shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

In case of his death, resignation, retirement, or removal from office, all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Corporation shall be returned to the Corporation.

He shall give the Corporation a bond, to be paid by the Corporation, if required by the Board of Directors, in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the

Section 5: Vacancies

If the office of any officer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Directors then in office, by majority vote, may choose a successor or successors, who shall hold office until his or their successors are elected at any annual or regular or special meeting of the Directors.

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1: Contracts

Any contract of total value to be entered into by the Corporation shall first be approved by a majority of the Board of Directors to a maximum of \$1500 without prior approval of the general membership. Such contracts shall be signed by the President or Vice-President and be attested to by the Secretary or Assistant Secretary who are hereby authorized to execute and deliver any instrument approved by the Board in the name of and on behalf of the Corporation.

Section 2: Checks, Drafts, or Money Orders

All checks, drafts, or orders for the payment of money shall be signed by the Treasurer and countersigned by the President or Vice-President of the Corporation.

Section 3: Deposits

All funds of the Corporation shall be deposited within two (2) business days to the credit of the Corporation in such banks as the Board of Directors may select.

Section 4: Gifts

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for any purpose of the Corporation.

Section 5: Funds

No contract or disbursement will be made in excess of available funds.

CERTIFICATE OF MEMBERSHIP

The Corporation shall supply no Certificate of Membership.

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, Committees having and exercising any of the authority of the Board of Directors, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and Records of the Corporation may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

FISCAL YEAR

The fiscal year of the Corporation shall end on March 31 of each year,

SEAL

The Board of Directors shall provide a Corporate Seal, which shall be in accordance with the law.

AMENDMENT OF BY-LAWS

These by-laws may be altered, amended, or repealed, and new By-Laws may be adopted at a meeting where a quorum is present and there is an approval of 51% of the votes received. If a quorum is not present, item shall be mailed to the membership. The ballot sent to the membership will include a deadline within which the member must respond in order for their vote to be counted. The amendment shall be ratified with the approval of 51% of the votes received.

APPROVED by a majority of the members September 2013

Revised June 2005

Revised September 1999

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR MOUNTAIN MEADOWS SUBDIVISION
FIRST, SECOND AND THIRD FILINGS**

KNOW ALL MEN BY THESE PRESENTS: the following is an Amendment to the "Declaration of Protective Covenants for Mountain Meadows Subdivision, First Filing" recorded with the Laramie County Clerk of Deeds as Instrument Number 25702 at Book 1557 Pages 497 through 500 on June 16, 2000, the "Certificate of Amendment to Covenants" recorded with the Laramie County Clerk of Deeds As Instrument Number 145869 at Book 1378 Pages 210 through 211 on June 30, 1994, the "Certificate of Resolution" recorded with the Laramie County Clerk of Deeds at Book 1292 Page 1279 on September 25, 1990, and the "Declaration of Protective Covenants for Mountain Meadows Subdivision, First Filing" recorded with the Laramie County Clerk of Deeds at Book 984 pages 39 through 44 on January 10, 1978.

This Amendment supersedes all prior Declarations, Amendments and Resolutions in their entireties. Pursuant to Paragraph I. B. which provides for amendment by a majority of the record lot owners, it is signed by a majority of the owners of record of all Lots 1 through 14, Mountain Meadows Subdivision, First Filing, County of Laramie, State of Wyoming, Lots 15 through 33, Mountain Meadows Subdivision, Second Filing, County of Laramie, State of Wyoming and Lots 34 through 90, Mountain Meadows Subdivision, Third Filing, County of Laramie, State of Wyoming

By signing this document, I certify that I am a landowner of a Lot located in Mountain Meadows Subdivision and that I desire to modify the Declaration of Protective Covenants in whole as follows:

I. Preamble

- A. That the undersigned, being owners of lands in Mountain Meadows Subdivision Laramie County, Wyoming, do hereby make this declaration of protective covenants applicable to all of said described property.
- B. The property contains significant wildlife habitat and is of high scenic and natural value, and the landowners desire to impose certain covenants, conditions, and restrictions upon the subdivision in order to provide consistent, compatible and attractive development of the subdivision and to preserve and maintain the natural character and value of the subdivision. The provisions of this Declaration shall be subject to all conditions, restrictions, easements, and encumbrances of record and other such limitations as may be recited in the applicable plat(s).

II. Homeowner's Association

- A. **Purpose.** The Mountain Meadows Homeowner's Association, Inc. has been established and is a corporation designed to set up and enforce rules, regulations, and restrictions for the governing of Mountain Meadows Subdivision for the purposes of protecting the value and desirability of the real property.
- B. **Membership.** All persons or corporations who have any ownership interest in any tract or lot of Mountain Meadows Subdivision, including those persons or corporations who are purchasing by way of contract for deed, shall be members of the Corporation. Owners shall not include or refer to a vendor selling under a contract for deed.
- C. **Powers and Rights of Members.** Members of the Corporation have the power:
 - 1. To elect Directors of the Corporation at the annual meeting of members.
 - 2. To remove from office any Director or Officer for good and sufficient cause, at a regular or special meeting.
 - 3. To hear, consider, and approve or disapprove reports of the Board of Directors, Officers and Committees of the Corporation.
 - 4. To modify, suspend, or veto any decision of the Board of Directors.
 - 5. To hear and act as an arbiter in any dispute between or concerning the Directors, Officers, or individual members
 - 6. To, adopt resolutions for the guidance and direction of the Corporation at any annual or special meeting, and such resolutions shall be binding on the Board and continue to be in effect until the next annual meeting of the members.
 - 7. To borrow money for the purpose of improving or operating the common areas.

8. Each of these powers and rights may be undertaken and ratified by the Members of the Corporation at any meeting with a quorum present and with the approval of 51% of the votes received. If at a meeting a quorum is not present, or in the case where the item is to be mailed to the membership, the Corporation shall mail the item to the members and the members shall be entitled to vote by mail on the questions before the membership. The ballot sent to the membership will include a deadline within which the membership must respond in order for its vote to be counted. In this circumstance where there is not a quorum and the item is mailed to the Members, the action may be undertaken and ratified by 51% of the votes received.

D. Voting Rights.

1. On each matter submitted to a vote of the members, each tract or lot shall be entitled to one vote by delegate who shall be elected by the respective owner or owners as the case may be. For example, should two or more members have an ownership interest in a particular tract or lot, said members regardless of the number thereof, shall elect a delegate to cast only one vote representing the voting interest in that one tract or lot.
2. The membership rights, including voting rights, of any member may be suspended by action of the Board of Directors if such member shall have failed to pay any assessment or charge lawfully imposed upon him or any property owned by him.
3. Voting shall be allowed by Proxy provided that such Proxy shall first be registered with the Secretary of the Corporation.
4. If at a meeting a quorum is not present, or in the case where the item is to be mailed to the membership, the Corporation shall mail the item to the members and the members shall be entitled to vote by mail on the questions before the membership. The ballot sent to the membership will include a deadline within which the membership must respond in order for its vote to be counted.

E. Transfer of Membership. Membership in the Corporation shall transfer automatically with any tract or lot conveyed by deed, contract for deed, operation of law or otherwise.

F. Dues and Assessments.

1. **General.** Dues may be assessed against all tracts or lots for operating expenses. For any change in the general dues, the Corporation shall mail to the members a ballot on the proposed amount and it shall be ratified with the approval of 51% of the votes received. Unpaid dues shall constitute a lien against each delinquent tract or lot until such time as such dues so assessed are paid in full.
2. **Purpose of Dues and Assessments.** The assessments levied by the Corporation shall be used exclusively to promote the common area improvements, HOA annual approved budget items, HOA legal expenses, corporate liability insurance, recreation, health, safety, and welfare of the residents in the properties and for the maintenance, preservation and operation of the roads and roadways and the common areas, if any.
3. **Maximum Annual Dues.** The amount of the annual assessment of dues shall be determined, beginning in 2006, for periods of three (3) years based upon a proposed budget submitted by the Board of Directors. The Corporation shall mail to the members a ballot on the proposed maximum annual dues amount and it shall be ratified with the approval of 51% of the votes received. Annual assessment for any year of the three-year period may be reduced by a majority vote of the Board of Directors, but the annual rate may not be raised above the rate approved as outlined herein.
4. **Effects of Nonpayment of Dues or Assessments: Remedies of the Corporation.** Any assessment not paid within thirty (30) days after the due date, April 30 of the assessed year, shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Corporation may 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. The Owner shall also be responsible for the costs, including attorneys' fees, incurred by the Homeowners Association in seeking payment of dues or assessments.
5. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Corporation may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the said Common Area, if any, including fixtures and personal property related thereto. The Corporation shall mail to the members

a ballot on the proposed special assessment and it shall be ratified with the approval of 51% of the votes received. .

G. Meetings of Members.

1. **Annual Meeting.** An annual meeting of the members shall be held at such time and place as may be determined by the Directors, during the month of April of each year, for the purpose of electing Directors and for transaction of such other business as may come before the meeting. If the election of Directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the elections to be held at a special meeting of the members as soon thereafter as is convenient.
2. **Additional Meetings.** An additional meeting of the members shall be held at such time and place as may be determined by the Board of Directors during the month of September for the transaction of such business as may come before the meeting. Twenty days notice, containing a proposed agenda, shall be given of all meetings.
3. **Special Meetings.** Special meetings of the Members may be held, five days notice having been given specifying date, time, place, and proposed agenda.
4. **Quorum.** One-third (1/3) of the tracts of lots represented by its owners for the transaction of business in any meeting of the Corporation shall constitute a quorum.
5. **Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any other action that may be taken at a meeting of the members, may be taken without a quorum present if the action is subsequently approved by a meeting of the members or approved by mail vote as herein provided.
6. **Voting by Mail.**
 - a. All members will be entitled to vote by mail, including electronic mail, under the following conditions or circumstances: 1) if there is less than a quorum present at any meeting of the membership, 2) concerning financial matters, including assessments,.
 - b. On those matters allowing a vote by mail, the Secretary shall prepare a ballot and forthwith mail the same to all members listed on the membership roster, giving instructions that the ballots must be returned within twenty (20) days.
 - c. So that the member shall be able to receive all notices and ballots as provided for herein, it shall be each member's responsibility to keep the Secretary of the Corporation advised, from time to time, as to his or her current address and/or email address.

H. Board of Directors.

1. **General Powers.** The affairs of the Corporation shall be managed by its Board of Directors, and the Board shall provide the general membership with an annual report of Board action.
2. **Number, Tenure, and Qualifications.** The number of Directors shall be nine (9). Directors shall be elected at the annual meeting of members, and the term of office of each Director shall be for three years, with the terms staggered such that 3 director's terms shall expire each year. A Director will serve until the annual meeting of members and the election and qualification of his successor. Directors must be owners of tracts of lots in Mountain Meadows subdivision. If applicable, the immediate past Chairman shall continue to serve on the Board as an ex-officio, non-voting member.
3. **Regular Meetings.** A regular meeting of the Board of Directors shall be held monthly on a day determined annually by the current members of the Board. The day selected will be reported to the Association membership at the time that the minutes of the Annual Membership Meeting are distributed. The Board of Directors may provide the time and place for holding additional regular meetings. Additional regular meetings shall be held at such places as may be designated, from time to time.
4. **Special Meetings.** Special meetings of the Board of Directors may be called at the request of the President or any two Directors and shall be held at such place as the Directors may determine.
5. **Notice of Special Meetings.** Notice of any special meeting of the Board of Directors shall be given at least three (3) days previously thereto by written, email or telephone notice to each Director at his contact information as shown by the records of the Corporation. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by the by-laws for the HOA.

6. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.
7. **Board Decisions.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the by-laws of the HOA.
8. **Vacancies.** Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office. Each appointment by the Board shall be subject to the approval or disapproval of the members at the next regular meeting of the members.
9. **Chairman of the Board.** The Board of Directors, at its first meeting after each annual meeting of the membership, shall choose from among themselves a Chairman of the Board of Directors who shall also be President of the Corporation as hereafter provided. The Chairman shall hold office until a successor is chosen and qualified in his stead.
10. **Executive Session.** If the Chairman shall deem it necessary, he shall call any meeting of the Board of Directors into executive session at which time only those members who are Directors of the Corporation shall be allowed to participate in the discussion of corporate matters.
11. **Compensation.** The Directors of the Corporation shall not receive any compensation whatsoever for their services.

I. Officers.

1. **General provisions.** The Officers of the Corporation shall be chosen by the Directors and shall be a President, who shall also be Chairman of the Board of Directors, a Vice-President, a Secretary, a Treasurer, and if needed, Assistant Secretaries. The Board of Directors, at its first meeting after each annual meeting of the membership, shall choose said Officers. The Officers of the Corporation shall be chosen solely from the Board of Directors. The Officers of the Corporation shall hold office until their successors are chosen and qualified in their stead. Any Officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors or by affirmative vote by the Members of the Corporation at any meeting with a quorum present and with the approval of 51% of the votes received. If at a meeting a quorum is not present the Corporation shall mail the item to the members and the members shall be entitled to vote by mail on the questions before the membership. The ballot sent to the membership will include a deadline within which the membership must respond in order for its vote to be counted. In this circumstance where there is not a quorum and the item is mailed to the Members, the action may be undertaken and ratified by 51% of the votes received. The duties and powers of the Officers shall be set forth in the by-laws of the HOA.

- J. Contracts, Checks, Deposits, and Funds.** The procedure for handling contracts, checks, deposits, and funds shall be as set forth in the by-laws of the HOA.

III. Architectural Control Committee

- A. **Membership.** The Architectural Control Committee may sometimes herein be referred to as the Committee or ACC. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to name a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Members shall have the power to change the membership of the Committee, and to reduce or restore to it any of its powers or duties at any meeting with a quorum present and with the approval of 51% of the votes received. If at a meeting a quorum is not present the Corporation shall mail the item to the members and the members shall be entitled to vote by mail on the questions before the membership. The ballot sent to the membership will include a deadline within which the membership must respond in order for its vote to be counted. In this circumstance where there is not a quorum and the item is mailed to the Members, the action may be undertaken and ratified by 51% of the votes received..

- B. **Procedure.** Landowners must submit their plans to the Architectural Control Committee. Plans for structures or additions to structures exceeding 350 square feet must be professionally rendered. Rough sketches and/or drawings will not be accepted by the Committee. The Committee's duty to act on a plan begins only upon receipt of a professionally rendered drawing. Fencing plans or plans for structures or modifications to existing structures of less than 350 square feet may be accepted and reviewed by the Committee if clear and detailed adequately. Whether a plan is clear and detailed adequately shall be determined in the sole discretion of the Committee. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- C. **Approval of Plans and Improvements.** For the purpose of further insuring the development of the lands so platted as an area of high standards, the Committee reserves the power to control the buildings, structures, fences, common and access roads and other improvements placed on each lot, as well as to make such exceptions and/or additions to these Restrictions and Protective Covenants as it shall deem necessary and proper.
- D. **Liability.** The Committee and its members, acting within the scope of its and their authority shall not be liable to any Lot owner, their invitees, heirs or assigns, for any claims, charges or damages incurred, regardless of nature, extent, amount or severity, by reason of mistake in judgment, negligence or nonfeasance, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in this Declaration, or in the discharge, performance and/or failure to perform, any of the obligations of the Committee set forth herein.

IV. **Restrictions and Protective Covenants**

- A. **Land Use I.** All lots shall consist of not more than two self-contained housekeeping units each, which are hereby defined as dwellings in which one group of persons may reside and cook together on the premises but shall not include a group of more than three individuals not related by blood, and which shall be designed for and used as one living and cooking facility.
- B. **Land Use II.**
1. No activity of an illegal or nuisance nature shall be permitted upon these premises at any time. Nuisance shall include, but not be limited to, odors which can be smelled and excessive noises which can be heard over an extended period of time by neighboring landowners.
 2. **Structures.** No more than three structures of any kind shall be erected or permitted to remain on any of the lots. The principle dwelling shall have a minimum fully enclosed ground floor area devoted to living purpose, exclusive of porches, terraces, and garages of 1000 square feet, except that where the said principle dwelling is a 1-1/2 or 2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1200 square feet, it being understood that these minimum requirements are exclusive of basement area. No structure shall contain more than three stories, including basement level. This means all structures may only have two above-ground stories. Structures connected only by a roof overhang shall be considered separate structures, with the exception of a garage attached to a principle residence. No modular homes or mobile homes shall be permitted. Basement dwellings or any temporary living quarters are prohibited except during construction of the dwelling as approved by the Committee, they shall have inside sanitary facilities in accordance with the prescribed State and County Health agencies, but in no case will be permitted to remain or be used on said property for a period of time longer than eighteen months.
 3. **External Storage.** Except for licensed and operable RV vehicles, no modular homes or mobile homes shall be permitted. Unlicensed automobiles, trucks, abandoned machinery, trash and construction or building materials will not be permitted to be stored on the premises at any time unless such items are placed totally out of view in a garage or storage shed of a type and design as previously approved by the Committee.

4. **Ecological and aesthetic integrity** of all lots here in described will be given primary consideration with regard to development, recreational usage, storage of equipment of all types, grazing, fencing and sanitation.
5. **Easements.** Twenty feet (20') in width private easements shall be maintained on all sides of each lot except for the south boundaries of lots 50, 52, 53 which shall remain as platted in the Third Filing dated December 19, 1978, and except as otherwise modified or vacated by approval of the Laramie County Board of County Commissioners.

Established roads shall be used for general access by Mountain Meadows property owners/residents or otherwise by landowner's/resident's permission. Access to other private easements is prohibited without the property owner's/resident's permission.

Peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith.

No structure or other material shall be placed or permitted to remain in any easement or area which may damage or interfere with the installation and maintenance of utilities, ingress or egress, or which may change the direction of the flow of water through natural channels in the easement or area

The easement area of each lot and all improvements therein shall be maintained by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

6. **Wind Turbines.** To preserve the rustic and harmonious environment of Mountain Meadows, wind turbines are currently not allowed.
7. **Solar Panels.** Solar panels are allowed so long as they are integrated into an existing structure. In addition, solar panels shall not cast a glare onto another landowner's property or such use shall be considered a nuisance. Free-standing solar panels no larger than one square yard in size shall be allowed. All other free-standing solar panels are prohibited.
8. **Lighting.** Exterior lighting shall be downcast or diffused and shall not be unreasonably bright or cause glare on any adjacent landowner. Exterior lighting shall not be used for extended periods. The subdivision's gate light is excluded from these restrictions for security purposes.
9. **Home Occupations.** Home occupations are permitted under the terms specified in this section and this Declaration. However, nothing in this section shall be construed to relieve any person from compliance with any and all State and/or County zoning regulations applicable to home occupations. All home occupations shall have prior approval by the Board and shall comply with any specific restrictions or limitations established by the Board. In addition to, and notwithstanding any State or County zoning regulation to the contrary, all home occupation uses within the Mountain Meadows Subdivision shall comply with the following restrictions:
 - a. There shall be no offensive, noises, vibrations, smoke, dust, odors, heat or glare noticeable at or beyond the property line.
 - b. No storage or display of business materials, goods, supplies, commercial equipment, commercial tractors and/or other heavy equipment shall be visible outside any structure located on the property.
 - c. There shall be only incidental sales of stock, supplies or products to customers and/or clients on the premises. Retail trade or any other business activity involving customer traffic on a non-incidental basis is prohibited.
 - d. Employees working on the site of the home occupation shall only be bona fide and full-time residents of the home dwelling.

- C. **Structural Standards.** All structures shall be constructed of sound materials in a workmanlike manner. No structure of any kind that has been used in another location shall be moved onto any lot without approval of the Committee. All dwellings shall be constructed according to FHA or UBC approved building requirements prevailing on the date the building is constructed, it being the intention and purpose of this Covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these Covenants are recorded. All buildings, structures, and fencing erected in accordance with this requirement shall be rustic and/or blend harmoniously with the area and other developments within the Subdivision and shall be approved by the Committee prior to

any construction. No fence will be permitted within twenty-five feet of the center line of any existing or future easement road. No structure is permitted within 25 feet of any property line.

- D. **Lot Size.** No further subdivision of any of the lots herein described will be permitted without prior written consent by the Committee and in no case will any lot or portion thereof be permitted in a size less than five acres.
 - E. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period, or a sign indicating location of lot number for the purpose of emergency location. All signs erected in accordance with this requirement shall be rustic in appearance and/or blend harmoniously with the area and with other developments within the Subdivision. Exceptions to this provision can be approved by the Committee.
 - F. **Livestock, Poultry and Pets.** All livestock, poultry, and pets shall be maintained on the premises in a sanitary well cared for condition; and will not be permitted to run at large, to be bred, or kept for commercial purposes. Grazing will not be permitted to such an extent as to jeopardize the natural vegetation, consequently, livestock must be dry lot fed for the most part. Livestock, poultry, and pets will not be permitted to constitute a nuisance. Home owners shall comply with applicable County and State laws.
 - G. **Garbage and Refuse Disposal.** Trash, garbage and/or other waste shall not be kept except in concealed sanitary containers, prior to removal to a properly designated area for the disposal thereof. In the event that any owner of a lot described herein shall fail or refuse to keep such premises free of trash, refuse, garbage or other nuisance materials, then, the Home Owners Association, trustee or the Committee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal, a lien shall arise and be created in favor of the governing group and against such lot and in the full amount chargeable to such lot and such amount shall be due and payable within thirty days after the owner billed therefore.
 - H. **Water Supply and Sewerage.** Individual or group water supplies and sewerage treatment facilities shall be constructed and equipped in accordance with applicable county and state standards and requirements. No individual water supply shall be registered with the State Engineer's Office in excess of five gallons per minute flow. All sewerage treatment facilities shall be of the evapo-transpiration or closed vault type as approved by the proper health authorities.
 - I. **Grandfather Provision.** All currently existing fully completed and previously approved structures as of the date this Amendment that are recorded with the Laramie County Real Estate Records are hereby permitted and allowed and shall be treated as if they fully complied with all applicable provisions.
 - J. **Conflict with Other Laws.** Should a provision of this Amendment conflict with any other law, including but not limited to any statute, law, regulation or County approved plat, then such law shall preempt the application of this Amendment.
- V. **Enforcement.**
- These covenants, conditions and restrictions may be enforced by any legal or equitable owner(s) of any Lot within the Subdivision, or by the Committee, or by the Homeowner's Association, by appropriate proceedings at law or in equity against those persons violating or attempting to violate, or for restraining future violations, for recovery of damages for any violation, or for such other and further relief as may be available. The party found to have violated these covenants shall be responsible for the reasonable attorney's fees incurred by the owner(s) or the Committee or the Homeowner's Association in the proceedings either to enjoin a violation or for the recovery of damages. Conversely, should a party initiate proceedings at law or in equity based upon an alleged violation, or for such other and further relief as may be available and the Court finds against the initiating party, the party initiating suit shall be responsible for the reasonable attorney's fees incurred by the adverse party or parties. The failure to enforce or cause the abatement of any violation of these covenants shall not preclude or prevent the enforcement thereof of further or continued violations, whether said violation shall be of the same or a different provision within these covenants.

Before initiating a lawsuit, the initiating party or parties must: 1) notify the person or entity believed to be in violation by sending a written notice by personal service or certified mail of the alleged violation and, 2) provide a reasonable length of time, but no less than thirty (30) days for the lot owner to comply.

If all parties agree, rather than litigation the parties may agree to binding mediation/arbitration. The terms as to who will pay for the mediation/arbitration and any attorney's fees will have to be mutually agreed upon by all parties participating in the mediation/arbitration.

Although it is a right, it is neither the obligation nor the responsibility of the Committee or the Homeowner's Association to prosecute violations of these Covenants on behalf of any Lot owner(s). Under no circumstances shall a Lot owner bring any claim, demand or action against the Committee or Homeowner's Association relating in any way to a violation of the covenants by another Lot owner.

The Committee or the Homeowner's Association shall have the right to a lien against any lot and the improvements thereon to secure the payment for any assessments, judgments, or any other amount due and owing under these Covenants. The Committee or the Homeowner's Association is authorized to record a notice of lien in the office of the County Clerk of Laramie County, Wyoming, which shall include a description of the lot and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any lien may be foreclosed in the manner provided for foreclosures of mortgages by the statutes of the State of Wyoming. In addition to the principal amount of the lien plus interest, the Committee or the Homeowner's Association shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including any filing costs and reasonable attorney's fees not included in the lien amount.

VI. Amendment.

The restrictions and covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots in Mountain Meadows Subdivision or claiming under them for a period of ten years from the recording date of these restrictions and covenants, after which time said restrictions and covenants shall be automatically extended for successive periods of ten years. Any proposed amendments to the restrictions and covenants shall require a ballot to be sent to the membership and will include a deadline within which the membership must respond in order for its vote to be counted. The amendment will be ratified with the approval of 51% of the votes received. Upon receipt of 51% approval of the votes received, the President of the Corporation will then execute, sign and record the amendments. Each lot shall have one (1) vote, no matter the number of individuals owning the lot.

VII. General Provision

Invalidation of any one of these restrictions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated this 27th day of September, 2013

Approved by the Mountain Meadows Homeowners Association, Inc. as evidenced by the attached signatures of a majority of the current lot owners.

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