



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, and 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.
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.

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. It is the responsibility of each lot owner to verify their easements with Laramie County Planning Office.
 - a. 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.
 - b. Peripheral fencing, if desired and approved by the Committee, shall be located in accordance herewith.
 - c. 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
 - d. 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. This includes use of one's home/property as an AirBnB, VRBO or any similar enterprises.
 - 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 24 th day of January, 2022.

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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RECP #: 829520
RECORDED 1/26/2022 AT 2:47 PM BK# 2773 PG# 1439
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 10 OF 11

DECLARATION

This Declaration is executed to hereby replace all previous protective covenants and amendments for MOUNTAIN MEADOWS SUBDIVISION FIRST, SECOND and THIRD FILINGS.

MOUNTAIN MEADOWS LOT OWNERS:

Address: 1191 Granite Springs Rd. Lot # 82, 90

Lot Owner(s): Judith M. Wester, President

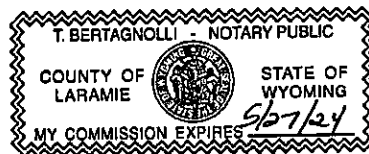
STATE OF WYOMING) COUNTY OF LARAMIE

Subscribed and sworn to or affirmed before me personally by

Judith M. Wester, as President of Mountain Meadows Homeowners Association

This 26 Day of January 2022.

Witness my Hand and Official Seal
NOTARY PUBLIC



STAMP / SEAL



RECP #: 829520
RECORDED 1/26/2022 AT 2:47 PM BK# 2773 PG# 1440
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 11 OF 11