

PLAT # 701506
**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BIG RIVER ESTATES SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions ("covenants") regulating and controlling the use and development of real property made effective this 15th day of August 2002, by N 3 Ranch Partnership.

I. **Purpose.** N 3 Ranch Partnership, ^{Bernard}~~Bud~~ Fenster and Kelly Fenster, General Partners, ("Declarants") are the owners of certain real property located in Natrona County, Wyoming and more particularly described in Exhibit A attached hereto and incorporated by reference ("the property"). Declarants are adopting the following covenants, conditions, and restrictions to preserve and maintain the natural character and value of the property for the benefit of all owners of the property or any part thereof.

II. **Declaration.** Declarants hereby declare that the property described in Exhibit A attached hereto, and any part thereof, shall be owned, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following covenants. The covenants shall run with the property and any lot thereof, and shall be binding upon all parties having or acquiring any legal or equitable interest of any part of the property.

III. **Definitions.** The following terms and phrases used in these covenants shall be as follows:

1. **Common Services** – shall mean roadway maintenance, utility lines maintenance or repair services, repair of the Common Road and Shared Access Road and the utility lines located in the right of way of such roads.

2. **Development** – shall mean any major alterations of the natural land surface, and major alterations or new construction of all buildings, structures or other site improvements placed on the land.

3. **Lot** – shall mean any portion of the property as shown on a recorded plat.

4. **Owner** – shall mean all the recorded owners of a lot, including a contract purchaser, but excluding anyone having a security interest in the lot to serve as security for the performance of an obligation.

5. **Principal Residence** – shall mean the single family residential structure, constructed on any lot of the property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

6. **Animal Unit** – shall mean:

(a) one adult horse or a mare and colt less than one (1) year old; or

(b) one yearling (or older) horse; or

0701574

NATRONA CO. CLERK WY
MARY ANN COLLINS
RECORDED

2002 OCT 2 PM 4 43

Brown Dye & Massey

4-1700

- (c) one adult cow including a cow with a calf less than six (6) months old;
or
- (d) one steer, bull or heifer more than six (6) months old; or
- (e) one adult llama; or
- (f) three sheep or ewes with lambs less than six (6) months old.

7. **Lot 10** -- shall mean that lot platted as lot 10 and consisting of approximately 40 acres.

IV. **Association Membership.** Every owner of a lot that is subject to assessment shall be a member of the Big River Estates Homeowners Association (the "association"). Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

V. **Voting Rights.** The association shall have one class of voting membership. Members shall be all lot owners and each lot shall be entitled to one vote.

VI. **Meetings.** The Association shall call and conduct an annual meeting of association, and shall meet from time to time as necessary to administer and enforce these covenants. The association shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of the association and design committee.

VII. **Association Authority and Duties.**

The Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants. Each lot owner shall obtain written approval from the Homeowner's Association prior to constructing any structures or improvements on his/her lot(s).

VIII. **Development and Land Use Restrictions** – All development and use shall conform to the following requirements:

1. **Authorized Structures** – No building or structure shall be constructed on any lot except single-family residences, garage facilities, guest houses, associated outbuildings, barns, stables and corral facilities. Guest houses may only be constructed after completion of the main residence.

2. **Use of Lots** - Lots of the development are to be used solely for residential and agricultural purposes. Residential purposes include home businesses that require no employees.

3. **Building Envelopes** – It is understood that Lots 1-9 have building envelopes above the one-hundred (100) year flood plain, which may require that all man-made

structures be built within the confines of these building envelopes or in a manner where the structure is elevated above the one-hundred (100) year flood plain.

4. **Permitted Residential Structures** - No mobile homes will be permitted on any lot. No homes will be permitted upon any lot unless the main floor of the home exceeds 1500 square feet.

5. **Utilities** – Electrical and telephone will be installed underground. All utilities on lots shall be completed underground, at owners expense.

6. **Maintenance** – Each lot and all improvements thereon shall be maintained in clean, safe and sightly condition. Unusable vehicles or units shall be kept in covered or garage area.

7. **Waste Disposal** – Each structure designed for occupancy or used by human beings, shall be connected to a private, individual waste disposal system at the owner's expense. Such waste disposal system shall conform to the standards applicable to the area, including without being limited to, the Wyoming Public Health Department. No outdoor toilets shall be permitted, except during construction.

8. **Excavation and Mining** – No excavation for stone, sand, gravel, or earth, shall be made on any lot, except for such excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind, shall be permitted on any lot.

9. **Livestock and Pets** – Livestock or pets shall be controlled at all times so that they do not cause a nuisance to neighboring lot owners and so that the presence or activity of such pets or livestock does not harass or endanger wildlife. Livestock shall be kept and maintained within stables, corral facilities, and pasture areas.

Livestock on lots 1-9 will be limited to five (5) animal units per lot.

Livestock on lot 10 will be limited to twenty (20) animal units.

10. **Use of Firearms and Fireworks** -- The discharge of firearms or fireworks within the subdivision is prohibited except in those instances where a licensed gun-smith or his agent is required to discharge firearms in the course of their trade.

11. **Fencing** – Fences shall be treated as improvements and are subject to approval of the Association. Additionally, all fencing must comply with the requirements of the Natrona County Land Use Regulations.

12. **Setbacks** - Minimum setbacks for structures are twenty-five (25) feet from adjacent public roads and ten (10) feet from all property lines not abutting a road.

IX. Easements. There is, hereby, reserved for the purpose of installing and maintaining utility facilities an easement on the lots.

X. **Limitations of Liability.** The association shall not be liable to any party for any action or inaction with respect to any provision of these covenants, provided that the association has acted in good faith.

XI. **Violations, Enforcement, Liens and Costs.** The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Homeowner's Association. Any lot owner who uses or allows his/her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Homeowner's Association as a result of any actions necessary to enforce the covenants.

XII. **Amendment.** These covenants may be amended by the written consent of all association members

XIII. **Duration of Covenants.** All the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effective at all times against the property and the owners, subject to the right of amendment as set forth herein.

XIV. **Application of Covenants.** Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration, unless expressly excepted, and every lot owner or purchaser through his/her purchase or ownership expressly accepts operation and enforcement of all of the provisions of this declaration.

IN WITNESS WHEREOF, Declarants have executed this Instrument effective the day and year first above written.

DECLARANTS:
N 3 RANCH PARTNERSHIP

By: Kelly J. Fenster
General Partner

By: Bernard W. Fenster
General Partner

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 15 day of August, 2002.
Witness my hand and official seal.

Carolyn S. Mariegard
Notary Public

My Commission Expires:

Feb. 11, 2005



**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BIG RIVER ESTATES SUBDIVISION**

The Declaration of Covenants, Conditions and Restrictions for Big River Estates Subdivision, which has previously been recorded with the County Clerk of Natrona County, Wyoming as Instrument No. 0701574 is amended this 19th day of February, 2003, with the written approval of all current landowners and members of the Big River Estates Homeowners Association as follows:

Section XII. Amendment. is changed in its entirety to read as follows:

These covenants may be amended by the written consent of the majority of the members of the Association (six (6) votes or greater).

DECLARANTS:

LOT 1:

By: Shawn Fick

NATRONA CO. CLERK WY
MARY ANN COLLINS
RECORDED BY
2003 FEB 19 PM 2 17

0710451

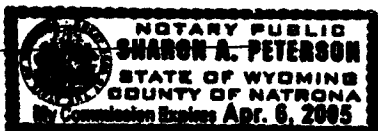
STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 28 day of Jan, 2003.

Witness my hand and official seal.

Sharon A. Peterson
Notary Public

My Commission Expires:



Ron Gibson

PAGE 1 OF 8

8-29-

LOT 2:

By: Ray Tamm

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

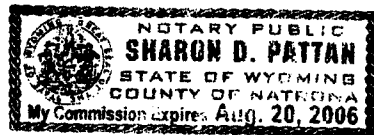
The foregoing instrument was acknowledged before me by Declarants this 3rd day of February, 2003.

Witness my hand and official seal.

Sharon D. Pattan
Notary Public

My Commission Expires:

Aug 20, 2006



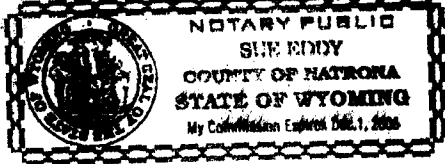
LOT 3:

By: *Henry J. Gallagher*

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 28 day of January, 2003.

Witness my hand and official seal



Sue Eddy
Notary Public

My Commission Expires:

December 1, 2006

LOTS 4 & 5

By: [Signature]

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

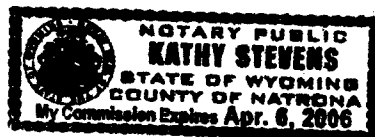
The foregoing instrument was acknowledged before me by Declarants this 19th day of Feb., 2003.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

4-6-06



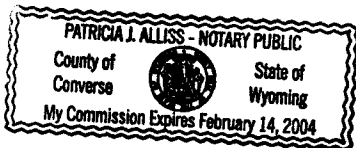
LOT 6:

By Roger M. Dree

STATE OF WYOMING)
 Converse) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 7th day of February 2003.

Witness my hand and official seal.



Patricia J. Alliss
Notary Public

My Commission Expires:

2-14-04

710451

LOT 7

By: Michael Jones
Gene Jones

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

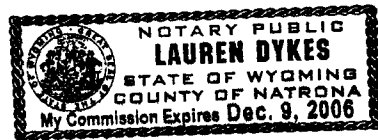
The foregoing instrument was acknowledged before me by Declarants this 19th day of Feb., 2003.

Witness my hand and official seal.

Lauren Dykes
Notary Public

My Commission Expires:

12-9-06



LOTS 8 & 9:

By: Ronald E. Gibson

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

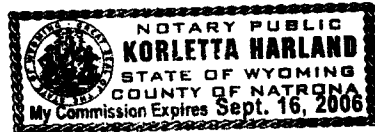
The foregoing instrument was acknowledged before me by Declarants this 28 day of January, 2003.

Witness my hand and official seal.

Korletta Harland
Notary Public

My Commission Expires:

Sept 16, 2006



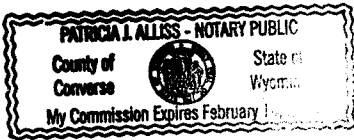
LOT 10:

By: Kelly Johnston

STATE OF WYOMING)
 CONVERSE) SS.
COUNTY OF ~~NATRONA~~)

The foregoing instrument was acknowledged before me by Declarants this 7 day of Febr., 2003.

Witness my hand and official seal.



Patricia J. Alliss
Notary Public

My Commission Expires:

2-14-04

710451

NATRONA CO. CLERK WY

MARY ANN COLLINS

**SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BIG RIVER ESTATES SUBDIVISION**

2003 MAR 14 AM 8 56

The Declaration of Covenants, Conditions and Restrictions for Big River Estates Subdivision, which has previously been recorded with the County Clerk of Natrona County, Wyoming as Instrument No. 0701574 and which has previously been amended on February 19, 2003, Instrument No. 0710451, is further amended this 11th day of MARCH, 2003, with the written approval of the majority of all current landowners and members of the Big River Estates Homeowners Association as follows:

Section VI. Meetings. is changed in its entirety to read as follows:

The Association shall call and conduct an annual meeting of the association, and shall meet from time to time as necessary to administer and enforce these covenants. The association shall adopt such rules for the conduct of its business as are appropriate, including designation of officers and procedure for annual meetings of the association.

Section VII. Association Authority and Duties. is changed in its entirety to read as follows:

The Association shall be responsible for the enforcement and administration of the requirements of these covenants and shall enforce the development and use regulations and take all other actions necessary to administer and enforce these covenants. Each lot owner shall obtain written approval from the majority of the Homeowners' Association (6 votes or greater) prior to the construction of 1) the main residential structure, 2) a guest house and 3) garages, barns or outbuildings that exceed 2500 square feet. All of the previously mentioned structures which require approval shall fully comply with the applicable Natrona County Building Codes and Regulations.

Section VIII, paragraph 4. Permitted Residential Structures is changed in its entirety to read as follows:

No mobile homes will be permitted on any lot. Modular homes on permanent foundations will be permitted. No homes will be permitted upon any lot unless the total square footage of the home exceeds 1500 square feet.

Section VIII, paragraph 10. Use of Firearms and Fireworks is changed in its entirety to read as follows:

10. Use of Firearms - The discharge of firearms within the subdivision is prohibited except in instances of personal protection or vermin control.

Section VIII, paragraph 11. Fencing is deleted in its entirety.

Section XIV. Application of Covenants. is changed in its entirety to read as follows:

Every owner or purchaser of a lot within the property shall be bound by and subject to all of the provisions of this declaration, unless expressly excepted, and every lot owner or purchaser through his/her purchase or ownership expressly accepts operation and enforcement of all of the provisions of this declaration.

DECLARANTS:

LOT 1:

By: Shawn Fob

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 25 day of Febr, 2003.

Witness my hand and official seal.

Pat Goyen
Notary Public

My Commission Expires:

1-1-04



712023

DECLARANTS:

LOT 2:

By: Ray T. [Signature]

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 27 day of February 2003.

Witness my hand and official seal.



My Commission Expires:

24 June 2006

712023

DECLARANTS:

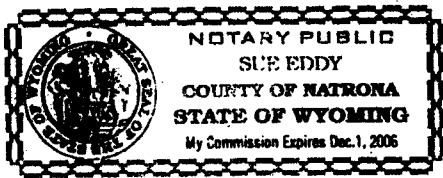
LOT 3:

By: Verny Gallagher

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 24 day of February, 2003.

Witness my hand and official seal.



Sue Eddy
Notary Public

My Commission Expires:

December 1, 2006

712023

DECLARANTS:

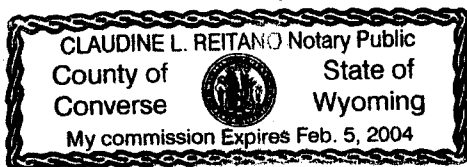
LOT 6:

By: Roger M. Green

STATE OF WYOMING)
 Converse)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 16th day of
MARCH, 2003.

Witness my hand and official seal.



Claudine L. Reitano
Notary Public

My Commission Expires:

02-05-2004

712023

DECLARANTS:

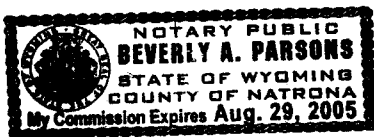
LOT 7:

By: *Gen Jones*

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Declarants this 10th day of March, 2003.

Witness my hand and official seal.



Beverly A. Parsons
Notary Public

My Commission Expires:

Aug 29, 2005

712023

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DECLARANTS:

LOTS 8 & 9:

By: Stephanie B. Gibson

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

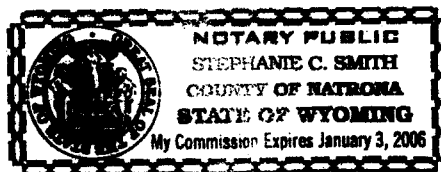
The foregoing instrument was acknowledged before me by Declarants this 11 day of March, 2003.

Witness my hand and official seal.

Stephanie C. Smith
Notary Public

My Commission Expires:

Jan 3, 2006



712023