

COPY

~~THESE~~

STATE OF WYOMING } 037039
COUNTY OF JOHNSON } ss

This instrument was filed for record on March 29, 1996
at 3:00 P.M. and was duly recorded in Book 86A-45 Page
48-54 For \$ 18.00

Jane Law Registrar or Deputy

State of Wyoming)
County of Johnson) ss

TO THE PUBLIC
DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
DIAMOND CROSS RANCH SUBDIVISION
A SUBDIVISION IN JOHNSON COUNTY, WYOMING

This declaration, made on the date hereinafter set forth by Gary R. Marshall referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Johnson County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with County Clerk and Record of Deeds for Johnson County, Wyoming, in connection with the Subdivision designated as Diamond Cross Ranch Subdivision, situate in Johnson County, Wyoming, as the same is described in Exhibit "A" attached hereto and incorporated herein by reference, and,

WHEREAS, Declarant desire to place certain restrictive and protective covenants of the lots which comprise the Diamond Cross Ranch Subdivision for the betterment of the health, safety, and welfare of the owners and occupants of said lots.

NOW THEREFORE, Declarant hereby declare that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of all of the lots comprising Diamond Cross Ranch Subdivision and hereby specifying that these declarations shall constitute covenants not merely personal, but covenants the benefits and burdens of which run with all of the land and binding upon all parties having any right, title, or interest in the land or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of land in the Diamond Cross Ranch Subdivision.

I.
DESIGNATION OF LOTS

The lots in Diamond Cross Ranch Subdivision are hereby designated as follows:

1. Lots 1 through 13 - Residential

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

**RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION**

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On Residential Lots, no building shall be erected, altered, placed, or permitted to remain on other than one single-family dwelling not to exceed two stories in height, and a private garage for not more than two cars, and one additional structure for storage or for housing animals within the limits of the covenants.

No lot may be further subdivided or split in any manner without the approval of the Johnson County Board of County Commissioners for Johnson County, Wyoming.

**II.
DWELLING QUALITY AND SIZE**

No dwelling shall be permitted on any lot herein designated as single-family residential with a ground floor area of the main structure (exclusive of porches, basements, and garages) which is less than 900 square feet for a one story building or 1000 square feet for a dwelling of more than one story.

**III.
SETBACK REQUIREMENTS**

No building or part thereof shall be located nearer than 20 feet to any lot line, street, or easement.

**IV.
NUISANCES**

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood.

**V.
TEMPORARY STRUCTURES**

No structures of a temporary character, trailer, basement, tent, shack, barn, or other out building shall be used upon any lot at any time as a permanent residence, except that for a period of six months, temporary facilities may be placed upon any lot which shall be reasonable required convenient, or incidental to the construction of a permanent structure upon said lot.

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P.002



RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION

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VI.
SIGNS

No signs of any kind shall be displayed to public view on any Residential Lot except one sign of not more than six square feet may be used to advertise the property for sale or rent, or signs being used by a builder or the developer, to advertise the property during the construction and sales period.

VII.
LIVESTOCK.

No animals of any kind shall be allowed on any lot except for domestic pets. Domestic pets shall not be allowed to remain loose within the Subdivision. The owner of each lot is required to keep domestic pets within the confines of that lot. No more than two horses shall be allowed per lot. *Don*

VIII.
GARBAGE AND REFUSE DISPOSAL

No lot shall be used and maintained as a dumping ground for rubbish and debris, nor shall any lot be used as a storage area for non-operative motor vehicles, miscellaneous parts or supplies, or other unsightly or unseemly material. Trash, garbage, and other waste shall not be kept except in sanitary containers. No burning of trash shall be allowed on any lot. Rocks, dirt piles, and construction debris shall be promptly removed from lots after construction of buildings.

IX.
MOBILE HOMES

No Mobile Homes are allowed. Modular Homes as defined within the City of Buffalo, Wyoming, Zoning Ordinance are allowed as long as they meet the square footage requirements stated in these covenants.

X.
PERIMETER ACCESS

Access to or from dedicated roads in the Subdivision to lands not included in the Subdivision shall not be denied provided, however, that use of said roads shall be contingent upon a pro-rata contribution to road maintenance by adjacent land owners.



**RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION**

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**XI.
WATER SUPPLY**

No provision is made in the Diamond Cross Ranch Subdivision for a public or central domestic water source.

No individual water supply system shall be permitted on any lot in the Subdivision unless the system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies, and any regulations promulgated by Johnson County, provided further, that no well may be dug, drilled, or installed upon any lot unless it is cased and cemented for a minimum of ten feet from the surface and all intermediate aquifers pierced by the well are sealed above and below.

**XII.
SEWAGE DISPOSAL**

No provision is made in the Diamond Cross Ranch Subdivision for a public or central sewage disposal system.

All individual sewage disposal system shall be of the closed system or evapotranspiration type in the Subdivision unless the sewage disposal system is located, constructed, and equipped in accordance with the requirements of state law, appropriate state agencies and any regulations promulgated by Johnson County. Approval in the form of a Permit to Construct shall be obtained from the proper agencies prior to the actual construction of any system.

**XIII.
UTILITIES AND EASEMENTS**

Provision have been made in the Diamond Cross Ranch Subdivision for construction or installation of power. The construction or installation of other utilities shall be the responsibility of the lot owners. However, easements for the installation, repair, reinstallation, replacement, and maintenance of utilities are reserved as provided in the recorded plat of Diamond Cross Ranch Subdivision. Said utility easements are hereby dedicated, granted, and conveyed to all public utilities and cable television suppliers, privately or publicly owned, now or hereafter providing utility and television services to Diamond Cross Ranch Subdivision or any lot therein, and to the successors and assigns of said utility companies, each in common with others having a similar right, for the purpose of installing, repairing,

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RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION

Page 5

XIII.
UTILITIES AND EASEMENTS (cont.)

reinstalling, replacing, and maintaining water, sewer, electrical, gas, communications, television, and other utility services. Within these easements no structure, planting, or other permanent fixtures shall be placed or permitted to remain which may damage or interfere with the utility systems. The easement area of each lot shall be maintained by the owner of the lot except for those improvements for which a utility company is responsible. All utilities are to be underground whenever possible according to the requirements of the County Subdivision Regulations. Other easements of record go with the land.

XIV.
SUBDIVISION ROADS

All lots shall have access only through interior subdivision roads. There will be no lots accessed directly to the County Road except Antelope Drive.

The roads in the Diamond Cross Ranch Subdivision are dedicated to the public and it shall be the responsibility of the owners to maintain the roads.

No vehicles, trailers, trailer campers, truck campers, bus campers, and trailers, or any other vehicles shall be allowed to park on any roads within the Diamond Cross Ranch Subdivision.

The access road to the Diamond Cross Ranch Subdivision shall remain open for Johnson County Emergency Equipment and School Buses.

XV.
GENERAL CONDITIONS

Each of the conditions and covenants set forth above shall continue and be binding upon Declarant and upon their successors and assigns, and upon each and all parties and persons claiming under them for a period of ten years from the date hereof, and automatically shall be continued thereafter for successive periods of ten years each. It is, however, provided that the owners of not less than seventy-five (75) percent of the record fee title owners of lots subject to these covenants, may release all or any part of the land so restricted from any one or more of said restrictions, or may change or modify any one or more of said restrictions with approval of the Johnson County Planning Commission and the Johnson County Board of County Commissioners by executing and acknowledging an appropriate agreement in writing and filing the same in the Office of the Clerk of Johnson County, Wyoming. The recorded certificate of an abstractor doing business in Johnson County, Wyoming as to the record ownership of the property hereby restricted shall be deemed conclusive ownership thereof.



**RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION**

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**XVI.
ENFORCEMENT**

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming under them shall be taken to hold, agree, and covenant with the owners of said lots, their successors, assigns, and with each of them, to conform to said restrictions. The purchase of any lot within Diamond Cross Ranch Subdivision is taken as an assent to be bound by these covenants during the period of ownership and to abide thereby. Declarant, or the owner of any of the lots shall have the right to sue for and obtain injunction to prevent the breach of or to enforce observance of the restrictions above set forth, in addition to ordinary legal action for damages. The failure of Declarant or of the owner of any of the other lots hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be a waiver of the right to enforce any subsequent violations. Reasonable attorneys fees shall be recovered as required in any proceeding either to enjoin violation of the Declaration of Protective Covenants or to recover damages resulting from such violations. The violation of these restrictions shall not defeat nor render inviolate the lien of any mortgage or deed of trust made in good faith and for value.

**XVII.
ENFORCEMENT BY COUNTY**

Any of the covenants, restrictions, or conditions contained herein which may, in the sole discretion of the Johnson County Board of County Commissioners, be in the public interest, may at the sole discretion of the Johnson County Board of County Commissioners, be enforced in the same manner and upon the same terms and conditions as any lot owner can seek to enforce the same in any proceeding of law or equity. Reasonable attorneys fees shall be recovered by the County in any proceeding either to enjoin a violation of the Declaration of Protective Covenants or to recover damages resulting from such violations. The purchase of any lot shall be taken as consent to pay costs and fees and the same shall be a lien on the land.

**XVIII.
SEVERABILITY**

Invalidation of any one of these covenants by judgement or Court order shall in no way or manner affect any of the provisions which shall remain in full force and effect.

01/29/01 11:49

TX/RX NO.2204

P.004

Compliments of:

Johnson County Title Company, Inc.

25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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RESTRICTIVE COVENANTS
DIAMOND CROSS RANCH SUBDIVISION

IN WITNESS WHEREOF, the undersigned being the Declarant herein,
have hereto set his hand this 20 day of
February, 1996.

Gary R. Marshall


Gary R. Marshall

STATE OF WYOMING)
)
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 20 day
of February, 1996 by Gary R. Marshall.

Witness my hand and official seal

Joan L. Smith
County of
Johnson
My Commission Expires:



Notary Public
State of
Wyoming
Oct. 8, 1996

Joan L. Smith

Notary Public

ADDENDUM TO DIAMOND CROSS RANCH SUBDIVISION COVEDEMENTS
THERE MAY BE A THREE CAR GARAGE PER RESIDENCE.

GARY R. MARSHALL

Gary R Marshall

On this 29th day of May 1996, personally appeared before me Gary R Marshall.

Jane Carr
Deputy County clerk

Term expires 1/4/99.



STATE OF WYOMING } RE 038710
COUNTY OF JOHNSON

This instrument was filed for record on May 29 1996
at 3:30 P.M. and was duly recorded in book 86A-45 page
237. Fee \$ 6.00

Registered on Ocot 12
Deputy
Jane Carr

INDEXED

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

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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STATE OF WYOMING }
COUNTY OF JOHNSON } Re-Record
040267

This instrument was filed for record on 7-16 1996
at 9:35 A.M. and was sent to the recorder on 8/6A-45 page
351. Fee \$ 6.00

me Cass Register or Deputy

STATE OF WYOMING }
COUNTY OF JOHNSON } # 039773

This instrument was filed for record on 7-8 1996
at 9:35 A.M. and was sent to the recorder on 8/6A-45 page
351. Fee \$ 6.00

me Cass Register or Deputy

Addendum to the DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR DIAMOND CROSS RANCH SUBDIVISION filed for record on March 29, 1996, 037039:

Reference, page 5, XIV SUBDIVISION ROADS: All lots shall have access only through interior subdivision roads, with the exception of lot 12 which may have additional access. There will be no lots accessed directly to the County Road except Antelope Drive, except for lot 12 which may, through proper procedure, apply for direct access onto French Creek Road.

Gary R. Marshall
GARY R. MARSHALL

by Romaine L. Marshall (AS ATTORNEY-IN-FACT)
ROMAINE L. MARSHALL

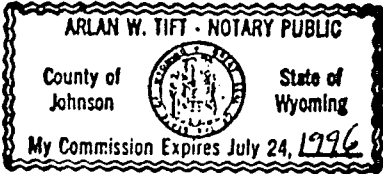
STATE OF WYOMING)
COUNTY OF JOHNSON) ss.

The foregoing instrument was acknowledged before me by ~~Gary Marshall and Romaine L. Marshall, husband and wife~~, this 3/20 of July, 1996. as attorney in fact for Gary R. Marshall

Witness my hand and official seal.

[Signature]
Notary Public

Commission Expires: 7-24-96



Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

STATE OF WYOMING }
COUNTY OF JOHNSON } #039773

This instrument was filed for record on 7-8 1996
at 9:35 A.M. and was duly recorded in book 86A-45 page
351. Fee \$ 6.00

INDEXED

Registered in Deeds
by Jane Case Deputy

Addendum to the DECLARATION OF PROTECTIVE AND RESTRICTIVE
COVENANTS FOR DIAMOND CROSS RANCH SUBDIVISION filed for record on
March 29, 1996, 037039:

Reference, page 5, XIV SUBDIVISION ROADS: All lots shall have access only through
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There will be no lots accessed directly to the County Road except Antelope Drive, except
for lot 12 which may, through proper procedure, apply for direct access onto French
Creek Road.

Gary R. Marshall
GARY R. MARSHALL

by Romaine L. Marshall (AS ATTORNEY-
ROMAINEL MARSHALL IN-FACT)

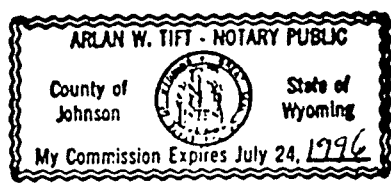
STATE OF WYOMING)
) ss.
County of Johnson

The foregoing instrument was acknowledged before me by Gary
R. Marshall and Romaine L. Marshall, husband and wife, this 3rd
day of July, 1996.

Witness my hand and official seal.

[Signature]
Notary Public

My commission Expires: 7-24-96



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

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

STATE OF WYOMING }
COUNTY OF JOHNSON }

U70721

This instrument was filed for recording on 12-8 1999
at 2:40P M., and was duly recorded in Book 86A5 page
153-164, Fee \$ 28.00

Register of Deeds.
by Linda Alden Deputy

**DECLARATION OF THE SECOND AMENDMENT
TO THE PROTECTIVE AND RESTRICTIVE COVENANTS
OF
THE DIAMOND CROSS RANCH SUBDIVISION**

JOHNSON COUNTY, WYOMING

This Declaration, made on the date hereafter set forth by each of the undersigned "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Johnson County, State of Wyoming, which has been previously designated as the Diamond Cross Ranch Subdivision; and,

WHEREAS, the original and subsisting Declaration and Protective and Restrictive Covenants for the Diamond Cross Ranch Subdivision was filed with the Johnson County Clerk and ex-officio registrar of deeds, on March 29, 1996, in Book 86A45, Page 48-54; and,

WHEREAS, Declarants desire to amend said Protective and Restrictive Covenants for the Diamond Cross Ranch Subdivision to provide for the creation of the Johnson Creek Landowners Association; and,

WHEREAS, Declarants comprise seventy-five percent (75%) of the record fee title owners of lots subject to said original Protective and Restrictive Covenants and as such, may change or modify said covenants provided by Section XVII thereof;

NOW THEREFORE, Declarants hereby amend said Protective and Restrictive Covenants, which amendments will run with all of the land and bind all parties having any right, title or interest in the land, or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each landowner in the Diamond Cross Ranch Subdivision.

ARTICLE I

DEFINITIONS

Section 1. Definitions. As used herein:

- a. "Amendment" or "this amendment" means this Second Amendment to the Protective and Restrictive Covenants of the Diamond Cross Ranch Subdivision.
- b. "Association" means the JOHNSON CREEK LANDOWNERS ASSOCIATION, its successors and assigns.
- b. "Lot" means any plot of land set forth upon the official plat of the subdivision.
- c. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- d. "Subdivision" or "the subdivision" means the DIAMOND CROSS RANCH SUBDIVISION.

Compliments of:
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25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, that is subject to assessment.

Section 2. Voting. Each lot within the subdivision shall be entitled to one vote. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised as the owners among themselves may determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE III

PURPOSE AND BYLAWS

Section 1. Purpose. The purpose of the association shall be to:

- a. collect all assessments authorized by this amendment;
- b. act as the official voting body of the owners;
- c. provide for road and parking area improvements and maintenance;
- d. provide for common area and park improvements and maintenance; and,
- e. provide for the furtherance of any and all other lawful purposes relating to all of the lands within the subdivision and/or the covenants pertaining to said lands.

Section 2. Bylaws. For the purposes of conducting association business, the association may adopt, and from time to time amend bylaws, which bylaws shall be approved by the vote of a majority of lots in the subdivision.

ARTICLE IV

ASSESSMENTS

Section 1. Assessments. Each owner of any lot within the subdivision hereby covenants and agrees to pay to the Association both annual assessments and special assessments. All such assessments shall be established, collected and disbursed as hereinafter provided. The annual and special assessments, together with all the accrued penalties and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with penalties, costs and reasonable attorney's fees shall also be the personal obligation of the person who is an owner of any lot at the time any assessment becomes due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The annual assessment and special assessments levied by the Association shall be used for the general maintenance, repair, replacement and protection of roads, and common areas, and for any additions or capital improvements thereto, to promote the welfare, health, safety and recreation of the residents in the subdivision and for all other lawful purposes relating to improvement and maintenance of the lands within the subdivision.

Section 3. Annual Assessment. The annual assessment shall be used to maintain, repair, replace, protect and expand subdivision roads and common areas. The collection, disbursement and management of the annual assessment shall be as follows:





a. The Board of Directors shall not increase the annual assessment above the amount necessary to properly meet Association Purposes. The first annual assessment for the year 1999 is One Hundred Dollars (\$100.00).

b. The annual assessment may be increased, if necessary, effective January 1st of each year, by not more than ten percent (10%) of the previous year's assessment, without a vote of the membership.

c. The annual assessment may be increased by more than ten percent (10%) of the previous year's assessment by an affirmative vote of fifty-one percent (51%) of those voting, in person or by proxy, at the annual meeting or at any special meeting called for this purpose.

Section 4. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment or assessments, applicable to that year only, for purpose of supplementing funds to properly effect major repairs, replacements or improvements to roads or common areas within the subdivision. An affirmative vote of fifty-one percent (51%) of those voting, in person or by proxy, at a special meeting called for this purpose, shall be required for the approval of any special assessment.

Section 5. Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than fourteen (14) days or more than sixty (60) days in advance of any such meeting. The presence of members or proxies representing fifty percent (50%) of all of the votes shall constitute a quorum. If the required quorum is not present at the time and date designated, another meeting may be called for the identical purpose and subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the previously scheduled meeting. No such subsequent meeting shall be held more than sixty (60) days following the previously scheduled meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots and shall be collected and assessed annually for the annual assessment and within sixty (60) days of the approval of any special assessment.

Section 7. Date of Assessment. The first annual assessment shall be due and payable as to all lots on the first day of the month following ratification and filing of this amendment. The Board of Directors shall fix the amount of the annual assessment against each lot at least fourteen (14) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effective Nonpayment of Assessments. Any owner who has not paid the annual assessment and/or any special assessment within thirty (30) days of the date it is due shall be charged a late fee of ten dollars (\$10.00) for the first month and fifteen dollars (\$15.00) for each month of delinquency thereafter. The Board of Directors, in its sole discretion, may waive any late fee or fees, in whole or in part, after application and upon a showing of good cause by the owner or owners responsible for any delinquent assessment.

Section 9. Subordination Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to any first mortgage. Sale or transfer of any lot shall not extinguish any assessment lien unless such sale or transfer is pursuant to a mortgage foreclosure or any proceeding in lieu thereof, in which case any existing assessment lien shall be extinguished.

ARTICLE V

OFFICERS

Section 1: Officers. The Association shall have the following officers:

- a. A president who shall preside over all of the meetings of the association, supervise the affairs and activities of the association and act as a signatory on all accounts of the association;
- b. A vice-president who shall assume the duties of the president at times of the president's absence or disability, maintain the official membership list of the association, and act as a signatory on all accounts of the association; and,
- c. A secretary/treasurer who shall keep all of minutes, records and accounts of the association, maintain the official membership list of the association, receive all funds of the association and deposit said funds with banks located within Johnson County, Wyoming, pay all just debts of the Association from funds of the Association and act as a signatory on all accounts of the Association.

Section 2. Qualifications; Elections; Terms. All officers shall be members of the Association and must be full-time residents of the subdivision. The first election of officers shall be held within sixty (60) days of the ratification and filing of this amendment. The first elected president shall remain in office until the annual meeting of 2001. The first elected vice-president shall serve in office until the annual meeting of 2002. The first elected secretary/treasurer shall serve until the annual meeting of 2003. Thereafter all officers shall serve three (3) year terms. Any officer may stand for re-election.

Section 3. Vacancies. Upon the death or resignation of the president, or in the event the president no longer resides in and/or is no longer a member of the Association, the vice-president shall assume the office of the presidency and shall serve the balance of the term of the presidency. The remaining officers shall then appoint an acting vice-president who shall serve until the next annual meeting at which time a special election shall be held to fill the unexpired term of the office of vice-president. In the event of the death or resignation of any other officer, or in the event such officer no longer resides in and/or is no longer a member of the Association, the remaining officers shall appoint an acting successor, who shall serve until the next annual meeting at which time a special election shall be held to fill the unexpired term of the vacant office.

ARTICLE VI

MEETINGS

Section 1. Annual Meeting. The president shall call an annual meeting of the Association, which meeting shall be set during the month of January of each year. At the annual meeting the Association shall conduct its regular business, such as, but not limited to, election of officers and the setting of the annual assessment.

Section 2. Other Meetings. Other meetings of the Association may be called from time to time upon the concurrence of any two (2) of the Association officers.

Section 3. Notice. Each member shall be provided fourteen (14) days notice of any Association meeting. Notice of Association meetings need not be provided in writing.

Section 4. Quorum. Those rules governing the establishment of a quorum for the purposes of establishing assessments, as provided for in Article IV, Section 5 hereof, shall govern all meetings of the Association.

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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Compliments of:
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25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

ARTICLE VII

ENFORCEMENT

By this amendment, the Association, by and through its officers is authorized, but not required, to enforce all of the provisions hereof and all of the provisions of the original Declaration of Protective Covenants of the subdivision. The powers of enforcement available to the Association shall be the same as and to the full extent granted to any owner of any lot within the subdivision by the original Declaration of Protective Covenants.

ARTICLE IX

RE-STATEMENT

Unless specifically amended hereby, the remaining original Protective and Restrictive Covenants of the subdivision are hereby restated and ratified as if set out here in full.

IN WITNESS WHEREOF, the undersigned Declarants have set unto their hands.

LOTS 1 & 13

Gary Marshall
53 Foothills Lane
Buffalo, WY 82834

Date: _____

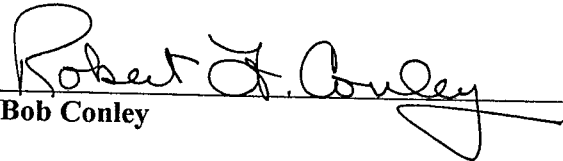
STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Gary Marshall** this _____ day of _____, 1999.

Witness my hand and official seal.

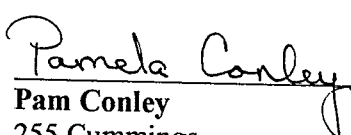
My commission expires: _____
Notary Public

LOT 2



Bob Conley

Date: 9-20-99

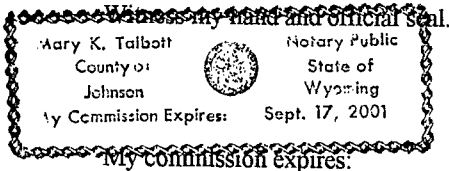


Pam Conley
255 Cummings
Buffalo, WY 82834

Date: 9-20-99

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Bob Conley and Pat Conley** this 20th day of September 1999.



Mary K. Talbott
Notary Public

My commission expires: _____

LOT 3

Olga Frontela
121 North DeSmet Avenue
Buffalo, WY 82834

Date: _____

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Olga Frontela** this _____ day of _____, 1999.

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 4

Wesley Guy

Wesley Guy

Date: 8/2/99

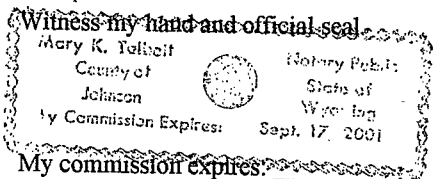
Susan Guy

Susan Guy
P.O. Box 948
Buffalo, WY 82834

Date: 8-2-99

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Wesley Guy and Susan Guy** this 2nd day of August 1999.



Mary K. Talbott
Notary Public

My commission expires: _____

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

LOT 5

Joel Johnson

Date: _____

Judith Johnson
Judith Johnson

Date: 8/16/99

Sara Johnson
30 Reservoir Lane
Buffalo, WY 82834

Date: _____

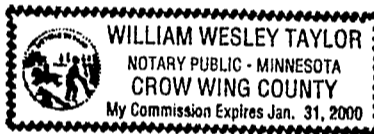
STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by Joel Johnson, Judith Johnson and Sara Johnson this 16 day of AUGUST, 1999.

Witness my hand and official seal.

William W. Taylor
Notary Public

My commission expires: 1-31-2000



LOT 6

Doug Johnson
Doug Johnson

Date: 8/16/99

Judy Johnson
Judy Johnson
30 Reservoir Lane
Buffalo, WY 82834

Date: 8/16/99

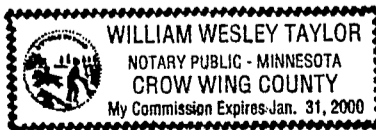
STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by Doug Johnson and Judy Johnson this 16 day of AUGUST, 1999.

Witness my hand and official seal.

William W. Taylor
Notary Public

My commission expires: 1-31-2000



Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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LOT 5

Joel Johnson

Date: 9-20-99

Judith Johnson

Date: _____

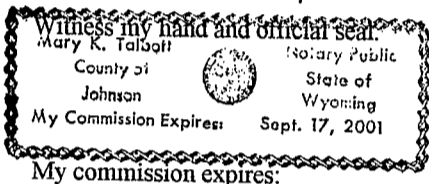
Sara Johnson

Date: 9.17.99

Sara Johnson
30 Reservoir Lane
Buffalo, WY 82834

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Joel Johnson, Judith Johnson** and Sara Johnson this 20th day of September, 1999.



Mary K. Talbott
Notary Public

My commission expires: _____

LOT 6

Doug Johnson

Date: _____

Judy Johnson

Date: _____

Judy Johnson
30 Reservoir Lane
Buffalo, WY 82834

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Doug Johnson and Judy Johnson** this _____ day of _____, 1999.

Witness my hand and official seal.

Notary Public

My commission expires: _____

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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LOT 8

David Rose
David Rose

Date: 8/19/99

Bonnie Rose
Bonnie Rose
127 West Main Street
Sudlerville, MD 21668

Date: 8/19/99

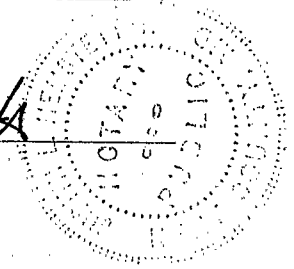
STATE OF Maryland)
COUNTY OF Kent) ss.

The foregoing Declaration was acknowledged before me by David Rose and Bonnie Rose this 19 day of August, 1999.

Witness my hand and official seal.

Judith L. Hemmelt
Notary Public

My commission expires: July 1, 2002



LOT 9

Don Willis
Don Willis

Date: 7/27/99

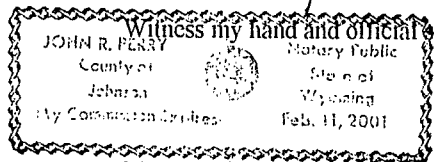
Mickye Faye Willis
Mickye Faye Willis
14 Fawn Drive
Buffalo, WY 82834

Date: 7/27/99

STATE OF WYOMING)
COUNTY OF JOHNSON) ss.

The foregoing Declaration was acknowledged before me by Don Willis and Mickye Faye Willis this 27th day of July, 1999.

Witness my hand and official seal.



My commission expires: 2-11-2001

John R. Perry
Notary Public

Compliments of:
Johnson County Title Company, Inc.
 25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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

LOT 10

Al Gastelum
 Al Gastelum

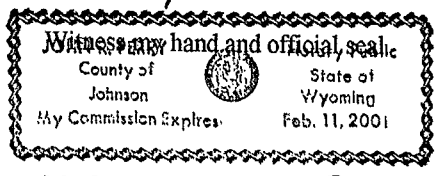
Date: 9/21/99

Sharon A. Gastelum
 Sharon Gastelum
 10 Fawn Drive
 P.O. Box 735 Buffalo, WY 82834
 P.O. Box 50927 Phoenix, AZ 85076-0927

Date: 9/21/99

STATE OF Wyoming)
) ss.
 COUNTY OF Johnson)

The foregoing Declaration was acknowledged before me by **Al Gastelum** and **Sharon Gastelum** this 21st day of September 1999.



[Signature]
 Notary Public

My Commission expires: 2-11-2001

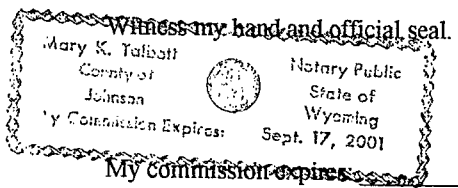
LOT 11

Rhoda A. Hensley
 Rhoda Hensley
 4 Fawn Drive
 Buffalo, WY 82834

Date: Aug 16 99

STATE OF WYOMING)
) ss.
 COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Rhoda Hensley** this 16th day of August, 1999.



Mary K. Taebott
 Notary Public

My Commission expires: Sept. 17, 2001

LOT 12

Don Hand
 Don Hand

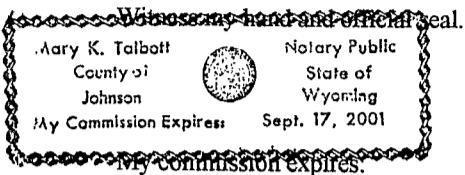
Date: 8-13-99

Lorraine Hand
 Lorraine Hand
 10 Funnybird Lane
 Buffalo, WY 82834

Date: 8/13/99

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Don Hand and Lorraine Hand** this 13th day of August, 1999.



Mary K. Talbott
Notary Public

LOT 7

Arlo R. Sutton
Arlo R. Sutton

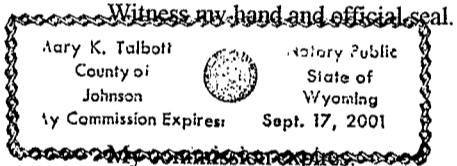
Date: 8-23-99

Geraldine B. Sutton
Geraldine B. Sutton
P.O. Box 758
Buffalo, WY 82834

Date: 8-23-99

STATE OF WYOMING)
) ss.
COUNTY OF JOHNSON)

The foregoing Declaration was acknowledged before me by **Arlo R. Sutton and Geraldine B. Sutton** this 23rd day of August, 1999.



Mary K. Talbott
Notary Public

Compliments of:
Johnson County Title Company, Inc.
25 North Main St. • Buffalo, WY 82834 • (307) 684-5517



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