

DECLARATION  
OF PROTECTIVE COVENANTS AND SERVITUDES  
FOR BROKEN WHEEL RANCH  
SUBDIVISION

The original Declaration of Protective Covenants and Servitudes were made and executed on April 7, 1978 by “ Krautter ”, the original owner of all lots of Broken Wheel Ranch Subdivision, and amended, effective January 1, 1993, by affirmative vote of 75% of Broken Wheel Ranch Property Owners. In accordance with the original and amended documents stating that unless renewed, the Covenants and Servitudes are hereby renewed in perpetuity as herein further amended, and imposed by the Broken Wheel Ranch Property Owners Association, Inc., to commence and be in effect on January 1, 2000. This action is duly authorized and valid as the result of approval by better than 75% of Broken Wheel Ranch Subdivision property owners by mail ballot conducted by the Board of Directors of BWRPOA, Inc., during September 21 to November 21, 1999.

This and the following pages represent the currently renewed and amended Protective Covenants and Servitudes in its entirety.

PROTECTIVE COVENANTS

1. No commercial activity shall be conducted on any lot, and all lots may be used for residential purposes only.
2. No structure shall be erected, placed or permitted to remain on the lot, other than single-family dwellings, garage buildings, and other structures incidental to single family residential use of the lot.
3. All buildings shall be of a style, have exterior colors and finish that will conform and be in harmony with the natural surroundings. No dwelling house shall be constructed or used, with a floor plan area of less than 1200 square feet.
4. No outside toilets will be permitted, except for a period not to exceed one year during the construction of a permanent dwelling house. Any outside toilet used will be placed so as to be fully screened from all public roadways and shall be removed and made sanitary at the end of the one-year period.
5. Mobile homes, trailer houses, and tent camps may be located upon a lot for a period not to exceed one year, provided that no such mobile home, trailer, or tent shall be parked or located thereon unless the owner is at the same time undertaking the construction of a permanent dwelling house.

6. At such time as a permanent dwelling house is built upon a lot, each owner shall be required to construct underground sanitation facilities in conformity with laws of the State of Wyoming, and the same shall be placed upon each lot so as not to create unsafe conditions, or create any nuisance to owners of adjoining lots.
7. All water for culinary purposes shall be drawn from the Association well or from individually drilled wells. Any individually drilled well shall meet with Association requirements and the sanitation laws of the State of Wyoming. No water from the Broken Wheel Ranch water system may be used for irrigation of lawn grass. In new construction of homes, a one-time fee for connection to the Broken Wheel Ranch Subdivision water system will be charged in an amount determined by the Association.
8. No lot shall be divided. It is the intention of this provision that no subdivision of any lot, regardless of size, be permitted.
9. All fenced shall be made of natural timber and of lodge pole construction.
10. No owner of any lot shall cut down or destroy, or permit to the cutting down or destruction of, any growing trees on his lot which are more than three inches in diameter when measured one foot above ground level, except that such trees may be removed if their location interferes with placement of permitted improvements on the lot. Dead or diseased trees of any size may be removed.
11. No owner shall allow debris, trash or rubbish or any material of unsightly appearance to remain upon any lot.
12. All debris, garbage, trash and rubbish shall be hauled from the premises. No outside burning of debris, garbage, trash or rubbish is allowed.
13. Notwithstanding any laws of the United State of America or the State of Wyoming, no owner of any lot, members of his family or guests shall at any time attempt the killing or capturing of wild animals or wild birds upon any lot in Broken Wheel Ranch Subdivision.
14. No explosives, guns, firecrackers or other noisemaking devices shall be discharged upon any lot.
15. There shall not exist, on any lot at any time, more than one single-family dwelling.
16. The foundation of any structure shall be set back from the recorded road right-of-way, a minimum of twenty (20) feet, and no building, or any part thereof, shall be located any closer than a minimum of ten (10) feet to the side and rear of the property lines of any Broken Wheel Ranch Subdivision lot.

17. The elevation of a lot, or any portion thereof, shall not be changed, so as to materially affect the surface elevation or grade of surrounding lots. No timber, rock, gravel, clay or other material shall be removed from any lot.
18. No livestock of any kind shall be kept or stabled on any lot. Possession of dangerous animals that pose a hazard to others or their pets is prohibited.
19. There are hereby reserved to grantors, for the purpose of having adequate bridle paths, roadways and utility easements to serve each lot, a perpetual easement of thirty (30) feet in width along the lot edge adjacent to the main road of the herein described lot for the purpose of erecting, constructing and maintaining bridle paths, roadways and public utility facilities.
20. All electrical and telephone lines installed within the above-described property shall be installed underground, and no overhead lines are permitted.
21. All water lines from the existing common water facility serving lot owners of the Broken Wheel Ranch Subdivision shall be  $\frac{3}{4}$  inch in diameter.
22. For the safety of others and their pets, and for the respect of all members' property and privacy, pets owned or cared for by a member are the explicit responsibility of the member. At all times the member or caretaker is required to contain such pets on the member's property by whatever method so long as it is effective. All pets exercised beyond the confines of the member's property are to be under supervision and effective control by leash, so that the rights of others are preserved.
23. For the safety of all who use the Broken Wheel Ranch Subdivision roads, all posted speed limits and other traffic signs are to be observed. All vehicles utilizing the roads are required to meet applicable state and county laws and must be operated by licensed drivers in a safe manner and in such a way as to minimize noise, dust or other nuisance. Use of the roads by all motorized vehicles, including motorcycles, snowmobiles and all-terrain vehicles (ATVs), are restricted to only entry and exit, as the roads are not to be used as recreational tracks or trails.

## SERVITUDES

1.

- (a) Each owner of a lot or lots in BROKEN WHEEL RANCH SUBDIVISION by acceptance of a deed therefore whether or not it shall be, or has been so expressed in such deed, is deemed to covenant and agree to pay annually, or more often, its pro-rata share of the costs to maintain, repair, replace and improve the roads and culinary water system of the above subdivision. Said assessment shall be paid promptly when due, and in the event of failure to pay the same promptly when due, said assessment shall constitute a lien upon the lot of the above described premises so assessed and shall also be the personal obligation of the owner of such lot, enforceable either at law or in equity. All costs of collecting any such delinquent assessments, including reasonable attorney's fees, shall be paid by the delinquent owner and collected as a part of the delinquent assessment.
- (b) Such annual assessment shall be paid to, accrue to the benefit of and be enforced as described above by BROKEN WHEEL RANCH PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Wyoming, to carry out the purposes for which the above described assessments are levied.
- (c) Said annual assessments shall be in such amounts as determined by the governing board of said corporation but shall not exceed the sum of fifty (50) mils on the dollar of the assessed valuation of the premises and any improvements constructed thereon (exclusive of personal property) as fixed each year by the tax assessor of Lincoln County, Wyoming, for county and valorem taxation purposes. All assessments shall be at a uniform rate as to all lots of said subdivision.
- (d) The lien of assessments provided for herein shall be subordinate to, but only to, the lien of any valid first mortgage lien. The sale or transfer of any lot shall not affect the assessment lien, except that in the event of the sale or transfer of any lot pursuant to proceedings to foreclose a valid first mortgage lien, or any proceedings provided for by law in lieu thereof, the lien of assessments as provided for herein shall be satisfied in the same manner and only to the extent of a valid second mortgage lien, junior only to the first mortgage lien being foreclosed. However, no sale or transfer, whether or not pursuant to mortgage foreclosure proceedings, shall affect the liability of such lot for any assessments thereafter becoming due or from the lien thereof, or the personal liability of the owner or owners of such lot at the time such assessments accrued or became due, and their assigns, for the payment of said assessments together with interest and penalties thereon, and all costs of collecting the same, including reasonable attorney's fees.

2. Each person or entity upon becoming an owner, either legally or beneficially, of any lot of the above described subdivision, shall also automatically become a member or stockholder of, with all privileges and obligations of membership in and to that certain non-profit corporation named BROKEN WHEEL RANCH PROPERTY OWNERS ASSOCIATION, INC., as described above, which shall be an association exclusively of all property owners of the above described subdivision, organized for the purpose of, and hereby given the power to levy and collect the assessments described above, and to utilize the same in maintaining, repairing, replacing and improving the roads and culinary water system of BROKEN WHEEL RANCH SUBDIVISION in such a manner as determined by the governing body of said corporation, and to otherwise enforce by any lawful means these Servitudes together with Protective Covenants set forth above, as the same now exists or may be hereafter changed as provided for herein.
3. Any or all of these Covenants or the Servitudes set forth herein may be amended, suspended, added to or revoked and invalidated by the affirmative vote of the owners of 75% of the lots BROKEN WHEEL RANCH SUBDIVISION and such changes shall become effective when a writing reflecting such change or changes in these Covenants or Servitudes as voted on has been duly and properly recorded in the public records of Lincoln County, Wyoming.

The Protective Covenants as set forth above, or hereinafter amended or changed, and the Servitudes as the same now exists or as they may be changed or amended as provided herein, shall be binding, valid and effective from January 1, 2000 in perpetuity.

Said Protective Covenants and Servitudes shall apply to and be binding upon the owners of lots in BROKEN WHEEL RANCH SUBDIVISION, their heirs, executors, administrators and assigns for the period of time described herein above and are imposed upon the real estate described herein as an obligation and a charge against the property for mutual benefit of the property owners of the property described herein. The above described Covenants and Servitudes shall run with the land as burdens and obligations and benefits of each of the lots of BROKEN WHEEL RANCH SUBDIVISION as described above. Each owner of a lot in BROKEN WHEEL RANCH SUBDIVISION, by accepting a deed to any lot or tract of said subdivision, accepts the same subject to Covenants and Servitudes and agrees and covenants for himself, his heirs, administrators and assigns to be bound by and to comply with such Covenants and Servitudes.

If the owner of any lands described herein shall violate any of the covenants or conditions herein above set forth, it shall be lawful for any person owning a lot in BROKEN WHEEL RANCH SUBDIVISION as described herein, or the non-profit corporation known as BROKEN WHEEL RANCH PROPERTY OWNERS ASSOCIATION, INC., as described herein above, to prosecute any proceedings at law or in equity against the person or persons violating any of the said Covenants or Servitudes, to either enjoin such violator from doing so, or to recover damages including costs and reasonable attorney's fees for such violations, or both.

INVALIDATION of any of these Covenants or Servitudes by judgment or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties set their hands as of January 14, 2000.

/signed/George N. Gorman  
President of BWRPOA

/signed/Paul W. Nemetz  
Director of BWRPOA

State of Wyoming  
County of Lincoln

The foregoing instrument was acknowledged before me by George N. Gorman & Paul W. Nemetz this 14<sup>th</sup> day of January, 2000.

WITNESS my hand and official seal:

/signed/Monica J. Barr  
Notary Public

My commission expires: July 28, 2002

/official seal/