

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING REAL PROPERTY**

CURRENT WORDING:

This Declaration of Covenants, Conditions, and Restrictions (CC&Rs) Affecting Real Property, hereinafter referred to as the "Declaration", of the Pine Ridge Ranch supersedes the CC&Rs recorded in Goshen County, Wyoming, Book 733 Pg. 159, April 30, 2007, in its entirety. [Previously superseded CC&R's: Book 673 Pg. 52 dated 5/11/04 and Book 676 Pg. 24 dated 6/30/04] [Included in paragraph below] Attached hereto and made a part hereof marked Exhibit A is a Legal Description of Pine Ridge Ranch, Goshen County, Wyoming, and is hereinafter referred to as the "Property". [See paragraph below; I. DEFINITIONS 8.]

SUGGESTED WORDING:

These Declaration Of Covenants, Conditions And Restrictions Affecting Real Property were duly adopted by the Pine Ridge Property Owners Association, Inc., on the _____ day of _____, 2025 and are effective as of that date. These Declaration Of Covenants, Conditions And Restrictions Affecting Real Property replace all prior Declaration Of Covenants, Conditions And Restrictions Affecting Real Property of the Pine Ridge Ranch Property Owners Association, Inc. (Previously superseded CC&R's: Document 893875, Book 769 Page 108 dated March 25, 2009; Document 879440, Book 733 Page 159 dated April 30, 2007; Document 857027, Book 676 Page 24, July 1, 2004 and Document 855867, Book 673 Page 52 dated May 11, 2004). Attached hereto as Exhibit "A" and made a part hereof by this reference is a Legal Description of Pine Ridge Ranch, Goshen County, Wyoming, which is referred to herein as the "Property".

COMMENTS: Revised to simplify, clarify and still meet legal requirements.

CURRENT WORDING:

PINE RIDGE RANCH PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the "Association", a Wyoming non-profit corporation, [Included in below paragraph; I. DEFINITIONS 1. below] is instituted for the purpose of preserving and protecting the value of the Property, its natural beauty, and its desirability for the use as a quality residential, recreational, resort and agricultural area, and in furtherance of a common plan, does hereby subject the Property to and declare the following covenants, conditions and restrictions: [Included in III. PURPOSE below]

SUGGESTED WORDING:

PINE RIDGE RANCH PROPERTY OWNERS ASSOCIATION, INC, a Wyoming non-profit corporation, was formed by Articles of Incorporation filed April 28, 2004 with the Wyoming Secretary of State, Instrument Number 2004-00466314, as corrected by Articles of Correction filed August 17, 2004, Doc. ID: 2004-00472084, and as amended by Articles of Amendment filed April 7, 2009, Amendment ID: 2009-000748249 (collectively, the "Articles of Incorporation").

The Association does hereby subject the Property to and declare the following Covenants, Conditions and Restrictions Affecting Real Property (the "CC&Rs"):

The Amendments to the Covenants, Conditions and Restrictions were made in accordance with those provisions set forth in the prior Covenants, Conditions and Restrictions, stating:

21. AMENDMENTS. This Declaration may be amended at any time by an instrument that has been signed by not less than sixty-six and two-thirds percent (66 2/3%) of the total Parcels comprising the Property and recorded in the office of the Goshen County Clerk, Goshen County, Wyoming. Each Parcel of record shall be granted one vote.

COMMENTS: Revised to provide specific references, details and clarity; paragraph 3 added upon advice of attorney.

CURRENT WORDING:

1. Term These covenants, conditions and restrictions shall run with the land and shall be binding upon all owners of the Property and persons claiming under them for a period of twenty (20) years following the date of the initial instrument recorded May 11, 2004, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument of cancellation signed by the then owners of not less than sixty six and 2/3's percent (66 2/3%) of the Property has been recorded. [See II. TERM]

CURRENT WORDING:

2. Definitions

A. "Mobile Home" shall mean any transportable home or house trailer as those terms are defined in Wyo. Stat. Ann. 31-1-101 as amended from time to time: [See I. DEFINITIONS 17.]

B. "Parcel(s)" shall mean any parcel of land which the Owner has divided or hereinafter divides within the Property and as shown on the Record of Survey and also includes any parcel within the Property that is divided subsequent to the date of this document in accordance with the provisions hereof and applicable law. [See I. DEFINITIONS 6. below]

SUGGESTED WORDING:

I. DEFINITIONS

1. **Association:** Association is herein defined as Pine Ridge Ranch Property Owners Association, Inc., a Wyoming non-profit corporation (hereinafter referred to as the "Association"), as formed by Articles of Incorporation.

COMMENTS: Moved to DEFINITIONS and revised to bring into alignment with Bylaws.

2. **Bylaws:** The ruling document of the Association pursuant to Wyoming Nonprofit Corporation Act (Title 17, Chapter 19) ("Bylaws").

COMMENTS: Added to provide specific references and bring into alignment with Bylaws.

3. **Board of Directors:** Board of Directors is herein defined as the duly elected and/or appointed and acting Board of Directors of the Association, as defined in the Bylaws of the Association ("Board of Directors").

COMMENTS: Added to provide specific references and bring into alignment with Bylaws.

CURRENT WORDING:

C. "Record of Survey" means the survey of the Property prepared by or at the direction of Owner on file at its offices and which may be recorded in the office of the Goshen County Clerk, Goshen County, Wyoming, as may hereafter be amended, including amendment by virtue of expansion as provided for the paragraph 4.

[See I. DEFINITIONS 4. below]

SUGGESTED WORDING:

4. **Record of Survey:** Record of survey is herein defined as all the real property as shown on the Amended Record of Survey of Pine Ridge Ranch recorded July 19, 2004 in Plat Cabinet II, Slot 145 of the Goshen County Records, Instrument No. 857422 (which superseded the Record of Survey as recorded June 11, 2004 in Plat Cabinet II, Slot 144 of the Goshen County Records, Instrument No. 856577) (the "Record of Survey").

COMMENTS: Revised to bring into alignment with Bylaws and remove outdated references.

5. **Easement:** Easement is herein defined as the roadway and utility easement as shown on the Record of Survey, including all real property and improvements thereon and conveyed to the Association (“Easement”).

COMMENTS: Added to provide specific references, details and clarity.

CURRENT WORDING:

B. "Parcel(s)" shall mean any parcel of land which the Owner has divided or hereinafter divides within the Property and as shown on the Record of Survey and also includes any parcel within the Property that is divided subsequent to the date of this document in accordance with the provisions hereof and applicable law. [See I. DEFINITIONS 6. below]

SUGGESTED WORDING:

6. **Parcel:** Parcel is herein defined as any parcel of land that is part of the Property as shown on the Record of Survey (“Parcel”).

COMMENTS: Revised to bring into alignment with Bylaws and remove outdated references.

7. **Parcel Owner:** Parcel Owner is herein defined as the person(s) or entity owning or holding the legal or equitable title to a Parcel, which term shall include, but not be limited to, a purchaser or purchasers under a contract for deed (“Parcel Owner”). A Parcel Owner may be an individual or individuals or a formal legal entity, including a trust, a corporation, a limited liability company, a general or limited partnership; or other legal entity recognized by the laws of the State of Wyoming.

COMMENTS: Added to provide specific references, details and clarity.

8. **Property:** Attached hereto as Exhibit “A” and made a part hereof by this reference is a Legal Description of Pine Ridge Ranch, Goshen County, Wyoming, which is referred to herein as the “Property”.

COMMENTS: Revised for clarity.

9. **Roads:** As indicated by the Record of Survey, the interior roads of the Property are dedicated, private rights-of-way for the Parcel Owners within the Property for use by the Parcel Owners and their families, guests and invitees (“Roads”). The maintenance and improvement of the Roads is not a public responsibility, but is a responsibility that shall be borne by the Association. Nothing in this paragraph asserts control or ownership over dedicated county roads or state highways that may fall within the property.

COMMENTS: Added to provide specific references, details and clarity.

10. **Outbuilding:** Outbuilding is herein defined as a permanent covered structure with four walls, separate and detached from the main residential dwelling on a Parcel, which may be a barn, detached garage, storage shed, greenhouse, or animal dwelling structure other than a loafing shed or dog house (“Outbuilding”).

COMMENTS: Added to provide specific references, details and clarity.

11. **Improvements:** Improvements are herein defined as, but not limited to, water supply systems, underground utilities, drainage systems, wind breaks, fences and conservation measures or any positive, permanent change to a Parcel that increases the Parcel’s value.

COMMENTS: Added to provide specific references, details and clarity.

12. **Feedlot:** An animal feeding operation concentrated in an area, or building, connected with a slaughterhouse, railroad or market where groups of livestock, including, but not limited to, cattle, swine, sheep, horses, mules, goats, turkeys, chickens or ducks, are fed or fattened up rapidly in a confined area prior to slaughter.

COMMENTS: Added to provide specific references, details and clarity.

13. **Stockyard:** A place, establishment, or facility conducted or operated or managed as a public market for livestock and producers, feeders, market agencies and buyers, consisting of pens or other enclosures, and connected with a slaughterhouse, railroad or market for the temporary housing of livestock, including, but not limited to, cattle, swine, sheep, horses, mules, goats, turkeys, chickens or ducks, prior to slaughter, market or shipping.

COMMENTS: Added to provide specific references, details and clarity.

14. **Dairy Farm:** An area, which may include buildings or rooms, where cows, goats or sheep are maintained primarily for the long-term, wholesale production, sale and distribution of milk or milk products.

COMMENTS: Added to provide specific references, details and clarity.

15. **Kenel:** A retail establishment for the breeding, raising, boarding, training, or sheltering of dogs and/or cats.

COMMENTS: Added to provide specific references, details and clarity.

CURRENT WORDING:

D. "Second Hand Business" shall mean the business of buying and selling previously used equipment and other personal property. [See I. DEFINITIONS 16. below]

SUGGESTED WORDING:

16. **Secondhand Business:** A business where second-hand goods of any kind are acquired or disposed of; the premises where a second hand goods dealer conducts business and includes any yard, storage facility or other property associated with conducting the secondhand business.

COMMENTS: Revised to provide specific references, details and clarity.

CURRENT WORDING:

A. "Mobile Home" shall mean any transportable home or house trailer as those terms are defined in Wyo. Stat. Ann. 31-1-101 as amended from time to time: [See I. DEFINITIONS 17. below]

SUGGESTED WORDING:

17. **Mobile Home:** Any transportable home or house trailer as defined in Wyoming Statute 31-1-101 and as amended from time to time.

COMMENTS: No change.

CURRENT WORDING:

1. **Term** These covenants, conditions and restrictions shall run with the land and shall be binding upon all owners of the Property and persons claiming under them for a period of twenty (20) years following the date of the initial instrument recorded May 11, 2004, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument of cancellation signed by the then owners of not less than sixty six and 2/3's percent (66 2/3%) of the Property has been recorded. [See II. TERM below]

SUGGESTED WORDING:

II. TERM

These CC&Rs shall run with the Property and shall be binding upon Parcel Owners and persons claiming under them for a period of ten (10) years from the date that these CC&Rs are recorded in Goshen County, Wyoming. These CC&Rs shall

automatically extend for successive periods of ten (10) years each unless an instrument of cancellation is voted for by the then Parcel Owners of record, at one (1) vote per Parcel, of not less than sixty-six and two thirds percent (66 2/3%), which instrument of cancellation is recorded in Goshen County, Wyoming on or before the first or any successive expiration date.

COMMENTS: Minor revisions.

CURRENT WORDING:

PINE RIDGE RANCH PROPERTY OWNERS ASSOCIATION, hereinafter referred to as the "Association", a Wyoming non-profit corporation, **is instituted for the purpose of preserving and protecting the value of the Property, its natural beauty, and its desirability for the use as a quality residential, recreational, resort and agricultural area, and in furtherance of a common plan**, does hereby subject the Property to and declare the following covenants, conditions and restrictions: [See III. PURPOSE below]

3. Property Owners Association

- A. There is hereby created the Pine Ridge Ranch Property Owners Association ("Association"). **The purpose of the Association is to: maintain the roadways as shown on the Record of Survey, as initially constructed, at least once each calendar year, and maintain any common use areas or easements that may be designated as such, as directed by the board and as budget allows.** [See III. PURPOSE below]

SUGGESTED WORDING:

III. PURPOSE

The Association is instituted for the purpose of preserving and protecting the value of the Property, its natural beauty, and its desirability for use as a quality residential, recreational and agricultural area in furtherance of a common plan. The purpose of these CC&Rs is to protect and enhance the value, desirability and attraction of the Property and to provide provisions for necessary and appropriate action for the maintenance, repair, replacement and management of the Roads and Easements, as directed by the Board of Directors and as the Association budget allows.

The Association has the authority to borrow and encumber its assets and possesses all the necessary powers to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform various functions. Additionally, the Association has the power to dedicate the roads and grant the easements to Goshen County, Wyoming.

COMMENTS: Revised to simplify and provide clarity; removed outdated references.

CURRENT WORDING:

3. Property Owners Association

- B. Each and every Parcel Owner, in accepting a deed or contract for deed for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association, and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall belong with and may not be separated from ownership of the Parcel. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as now in effect or as may be hereafter established pursuant to the laws of the state of Wyoming. The Association shall be operated and conducted on a strictly cooperative and non-profit basis. Each Parcel Owner as a member shall have such voting rights as set forth in this Declaration. [See IV. MEMBERSHIP below]

- C. In furtherance of its purposes, which are generally set forth above, the Association shall provide necessary and appropriate action for the maintenance, repair, replacement and management of the Property, ~~and shall have the right to enter upon a Parcel, if reasonably necessary, in order to accomplish its purpose.~~ [See III. PURPOSE above]
- D. The Association shall have the power to borrow and encumber its assets and, in all respects, shall have the powers necessary to carry out its purposes, whether or not specifically set forth herein, including the power to enter into contracts with third parties to perform all or part of its functions. The Association shall have the power to dedicate the roads and grant the easements to Goshen County, Wyoming. [See III Purpose, second paragraph above]

SUGGESTED WORDING:

IV. MEMBERSHIP

Each and every Parcel Owner, in accepting a deed or contract for deed for any Parcel, whether or not it shall be so expressed in such deed or contract, automatically becomes a member of the Association ("Member"), and agrees to be bound by such reasonable rules and regulations as may, from time to time, be established by the Association. Membership shall belong with and may not be separated from ownership of the Parcel. The rights and obligations of a Parcel Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed or alienated in any way, except upon transfer of ownership of such Parcel, whether by intestate succession, testamentary disposition, foreclosure of a mortgage, or such other legal processes as are now in effect or as may be hereunder established pursuant to the laws of the State of Wyoming. The Association shall be operated and conducted on a strictly mutual benefit and nonprofit basis. Each Parcel Owner as a Member of the Association shall have the voting rights set forth in the Bylaws of the Association.

COMMENTS: Minor revisions to provide clarity.

CURRENT WORDING:

3. Property Owners Association

E. Each Parcel Owner is obligated to pay: (i) regular assessments for normal maintenance and repair and reserves, Association insurance and operating costs; [See V. ASSESSMENTS 1. Annual Assessments A. below] (ii) special assessments for capital improvements with such assessments to be established by the Association. [See V. ASSESSMENTS 2. Special Assessments below] The regular, and any special assessments, late payment penalties and charges, if any, together with interest, (all as set by the Association), and costs and reasonable attorney's fees expended by the Association, shall be a lien on the parcel. [See V. ASSESSMENTS 3. Nonpayment ... Assessments below] Each Parcel Owner shall be personally responsible for his or her share of assessments imposed by the Association. [See V. ASSESSMENTS 1. Annual Assessments A. below] ~~This personal obligation for delinquent assessments shall not pass to the Owner's successor in title, unless expressly assumed in writing by such successor; however, the obligation to pay same shall be a continuing lien on the Parcel, excepting for the provisions of paragraph 3 L below, relating to mortgages.~~

SUGGESTED WORDING:

V. ASSESSMENTS**1. Annual Assessments**

- A. Each Parcel is obligated to pay regular annual assessments for maintenance, repairs and reserves and improvements of the Roads and Easements, Directors and Officers Insurance ("D&O Insurance"), and operating costs ("Annual Assessments"). Each Parcel Owner shall be personally responsible for his, her or its share of Annual Assessments imposed by the Association on the basis of one Annual Assessment per Parcel. Owners of

more than one (1) Parcel are obligated to pay the Annual Assessments imposed for each Parcel. The Annual Assessments will be collected on an annual basis.

COMMENTS: Minor revisions to simplify.

CURRENT WORDING:

3. Property Owners Association

- F. The Association shall, on an annual basis, make a determination as to the estimated costs of the repair and maintenance of the roadways and any other designated common use areas as shown on the Record of Survey or otherwise so designated, including any reserves necessary for future capital expenditures and maintenance. ~~Assessments shall be charged to each Owner on a uniform per Parcel basis, regardless of size as shown on the Record of Survey.~~ The Assessments will be collected on an annual basis. [See V. ASSESSMENTS 1. B below]
- G. Each Owner shall be responsible to pay the regular assessment commencing on the first day of the month following the date of recordation of the deed or purchase contract wherein the Owner acquired legal, beneficial, or equitable title to the Parcel. ~~The Owner shall not be responsible for comparable assessments on each Parcel owned by it. However, Owner shall be responsible to provide labor, material and/or monies in sufficient amounts, not to exceed the amount of the normal Parcel assessment for each Parcel owned by them, if necessary in Owner's opinion, to properly fulfill the Association's maintenance responsibilities.~~ Regular assessments shall be set by the Association on an annual calendar year basis. ~~The initial regular assessment shall be One Hundred Twenty Dollars (\$120.00) per year per Parcel.~~ The Parcel Owner acquiring his or her interest during the calendar year shall be obligated for a pro rata portion thereof from the date of purchase. The Association shall fix the amount of regular assessment at least thirty (30) days prior to the beginning of the calendar year. Written notice of the assessment shall be sent to every Owner. The payment due date shall be established by the Association. The Association shall not increase the regular assessment beyond ten percent (10%) per year unless approved by the majority vote of the Association membership. [See V. ASSESSMENTS 1. C & D below]

SUGGESTED WORDING:

- A. The Board of Directors shall set Annual Assessments on an annual calendar basis. These Annual Assessments will be based on the estimated costs of repairing, maintaining and improving the Roads and Easements, D&O Insurance premiums, and operating costs, including any reserves required for future capital expenditures and maintenance for the subject year. The Assessments will be collected on an annual basis.
- B. Written and electronic notice of Annual Assessments will be sent to every Parcel Owner at least thirty (30) days before the end of each calendar year, and payment of the Annual Assessments is due on or before December 31 of each calendar year. Annual Assessments not paid within ninety (90) days of original due date will be subject to collection methods, such as judgment, lien and or garnishment, pursuant to Section 3A below. The Board of Directors shall not increase the amount of Annual Assessments beyond ten percent (10%) of the current annual assessment amount per year unless approved by a majority of the Members of the Association.
- C. Any new Parcel Owner acquiring their interest during the calendar year shall be obligated to pay a pro rata portion thereof from the date of purchase. Thereafter, each Parcel Owner shall be responsible for paying the Annual Assessment.

COMMENTS: Revised to simplify and update.

CURRENT WORDING:

- H. In addition to the regular assessment as set forth above, the Association may set special assessments if the Association determines by two-thirds ownership vote that such is necessary to meet the primary purposes of the Association. [See V. ASSESSMENTS 2. below]

SUGGESTED WORDING:

B. Special Assessments

In addition to the Annual Assessment as set forth above, special assessments may be initiated by the Board of Directors or the Members if such an assessment is necessary to meet the purposes of the Association. In that event, a vote of the Members of the Association will be held to approve any such special assessments ("Special Assessments"), which vote will require approval by sixty-six and two thirds percent (66 2/3%), of Members representing one vote per Parcel. Each Parcel is obligated to pay its share of Special Assessments imposed pursuant to these CC&Rs.

COMMENTS: Minor revisions to provide clarity.

CURRENT WORDING:

- I. All sums assessed by the Association chargeable to the Parcel, but unpaid, shall constitute a lien on such Parcel prior to all other liens excepting only ad valorem liens in favor of the governmental assessing unit or special assessment district. The lien for sums assessed by the Association may be foreclosed by the Association pursuant to the provisions of Wyo. Stat. Ann. 34-4-101 et. Seq. as amended for time to time and the Association is granted a power of sale under these covenants for the purpose of foreclosure pursuant to said statutes. The Association shall have the power to bid on the delinquent Parcel at a foreclosure sale, and acquire, hold, lease, encumber and convey same. A suit to recover a money judgment for unpaid assessments and charges shall be maintainable by the Association without foreclosing or waiving the lien securing same. [See V. ASSESSMENTS 3. below]

SUGGESTED WORDING:

C. Non-Payment of Annual Assessments and/or Special Assessments

- A. If any Parcel fails to pay its Annual Assessments and/or Special Assessments chargeable to a Parcel, such assessment(s) shall accrue, on a monthly basis, simple interest of 1.5% (18% per annum). Assessments paid after the due date shall also be subject to a one-time late fee of \$15.00.
- B. Unpaid Annual and/or Special Assessments chargeable to a Parcel, together with all interest and late fees accrued thereon, may be subject to appropriate legal action brought before a court of appropriate jurisdiction. The Association is entitled to seek all costs of collection, in addition to the amount in arrears, including attorneys fees and may seek to enforce any judgment through any means allowable at law, including implementation, garnishment and foreclosure.
- C. Parcel Owners consent to Association filing a lien on their parcel for any unpaid Annual and/or Special Assessment that remains unpaid for a period of ninety (90) days or more after due date, reflecting the amount owed and the accrual of interest and late fees as set forth above. Parcel Owners waive any defects in the form of such filed liens, which may further be foreclosed upon as provided by law.
- D. Liens that attach to the parcels shall remain attached until such time as the lien amount is paid in full.

COMMENTS: Restructured late payment process; revised to increase clarity and specifics and add necessary legal terms.

CURRENT WORDING:

- J. ~~The total number of votes in the Association shall be on the basis of one (1) voter per Parcel. Unless otherwise specifically provided herein, all Association matters shall be determined by a majority vote. If more than one party is the Owner of the Parcel, there must be unanimous agreement among those who own an interest in the Parcel as to how to cast that Parcel's vote, otherwise, that vote shall not be counted. [Moved to Bylaws, Article III Membership Voting]~~

- K. ~~The Association shall have the power to adopt Bylaws and elect directors as well as establish reasonable regulations relating to the matters within its purpose. [Moved to Bylaws, Article III Membership Meetings]~~
- L. ~~Where the holder of the first mortgage of record obtains title to the Parcel as a result of foreclosure, or deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the expenses of the assessments by the Association chargeable to such Parcel which became due prior to the acquisition of title to such Parcel by such acquirer. As used in this Declaration, the term "mortgage" shall include contract for deed and "mortgagee" shall include the "vendor" under a contract for deed. Such acquirer shall be responsible, as any Owner, for assessments charged subsequent to the acquisition.~~
- M. In the event the Association determines that any Parcel Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within thirty (30) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof, including reasonable attorney's fees incurred as a result, shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation complained of. [See IX. Procedure for Enforcement below]

CURRENT WORDING:

4. Uses.

- A. No Parcel shall be used except in accordance with Goshen County zoning and building permit requirements, if any, as may be in effect from time to time and in accordance with this Declaration. [See VI. PARCEL USES, first paragraph below]

SUGGESTED WORDING:

VI. PARCEL USES

No Parcel shall be used except in accordance with Goshen County, Wyoming, zoning and building permit requirements, if any, as may be in effect from time to time, and in accordance with these CC&Rs, as follows:

COMMENTS: Minor revisions.

CURRENT WORDING:

- B. No Parcel may be divided or subdivided into a Parcel less than eight (8) acres net of any easement encumbering the Parcel. [See VI. PARCEL USES 1. below]

1. **Subdividing and/or Consolidation of Parcels**

Subdividing or consolidation of parcels is not permitted.

COMMENTS: Removed options for subdividing considering the impact to the existing water table.

2. **Construction Materials Removal**

During construction, Parcel Owners are responsible for ensuring that all construction related materials, trash, waste and debris are contained, secured and protected. The Parcel Owner shall be responsible for ensuring that during or after construction, trash, debris, or any other material will be contained on the Parcel and disposed of by the Parcel

Owner, the Parcel Owner's contractor, or through the Parcel Owner's contracted trash service, within thirty (30) days of construction completion.

COMMENTS: Added.

CURRENT WORDING:

5. Restrictions on Placement of Improvements on a Parcel. No Structures or improvements (other than acceptable fencing) shall be located upon a Parcel within one hundred (100) feet or any Parcel boundary or existing road right of way as shown on the Record of Survey except for the property entrance and an address sign to identify the property and occupants, as set forth in paragraph 7 below, which must comply with applicable governmental regulations and may not be placed on an easement. [See VI. PARCEL USES 3. A below] No more than three (3) outbuildings (including barns) shall be permitted on any Parcel. The maximum size of any outbuildings shall be four thousand (4,000) square feet and the maximum height of the sidewalls of any outbuilding shall be sixteen (16) feet. [See VI. PARCEL USES 3. B & C below] All residences and outbuildings shall be white or earth tone in color. [See VI. PARCEL USES 3. D below] All utility laterals and/or service extensions from the main utility connection(s) to a principal residence and all other structures serviced by said utilities shall be underground with the exception of electrical service, which shall be placed underground as hereafter described. Aboveground electrical facilities are allowed on the Property on Tollefson Trail, Brooks Boulevard and Pine Ridge Road, (which are described on the Record of Survey). All electrical service laterals and/or extensions from Tollefson Trail, Brooks Boulevard and Pine Ridge Road to a principal residence and all other structures serviced by electricity shall be underground. [See VI. PARCEL USES 4. below]

SUGGESTED WORDING:

3. Restrictions of Placement of Improvements on a Parcel

- A. No residential structures, Outbuildings or Improvements (other than acceptable fencing) shall be located on an Easement or upon a Parcel within one hundred (100) feet of any Parcel boundary or easement (roadway/easement) as shown on the Record of Survey, except for a property entrance and address sign to identify the Parcel and its occupant as set forth in number 8. Signs.
- B. For every ten (10) acres of Parcel size, one (1) Outbuilding is permitted (for example, four (4) Outbuildings are permitted on forty (40) acres; six (6) Outbuildings are permitted on sixty (60) acres).
- C. The maximum size of any outbuilding shall be four thousand (4,000) square feet and the maximum height of the sidewalls of any Outbuilding shall be sixteen (16) feet. There are no size restrictions on a permanent residence.
- D. All residences and Outbuildings shall be white or earth tone in color (guidance provided by Procreate Earth Tones color palette attached hereto as Exhibit "B").

COMMENTS: Minor revisions for clarity and simplification of outbuilding restrictions.

4. Underground Utilities

- A. All utility laterals and/or service extensions from the main utility connections to the principal residence and all other structures serviced by said utilities shall be underground and shall be the responsibility of the Parcel Owner and/or the appropriate utility company.
- B. Any utility laterals and/or service extensions originating at the above-ground electrical facilities on Tollefson Trail, Brooks Blvd., and Pine Ridge Road that have been in existence since the time of development of Pine Ridge Ranch (and as described on the Record of Survey) that extend from the above-ground electrical facility to any structure on a parcel must be underground and shall be the responsibility of the Parcel Owner and/or appropriate utility company.

COMMENTS: Minor revisions for clarity.

CURRENT WORDING:

6. Fences. No fence shall be placed within any ingress, egress, or road easements. All fences are to be made of rock, masonry, wood, vinyl, barbed wire or chain link materials, and be maintained by the Parcel Owner. [See VI. PARCEL USES 5. below]

SUGGESTED WORDING:

5. **Fences**

Fences shall be deemed to include the entire enclosure, thus including gates and cattle guards associated with the fence. No fence shall be placed within any Road or Easement. All fences are to be made of rock, masonry, wood, vinyl, barbed wire, smooth wire, polymer wire, tubular steel, or chain link materials and shall be maintained by the Parcel Owner.

COMMENTS: Revisions to improve clarity.

CURRENT WORDING:

10. Lighting

- A. All outdoor lighting devices or fixtures shall be shielded in such a manner that light rays emitted by the device or fixture, whether directly or indirectly from the fixture, are restricted to regions below an angle 15 degrees beneath the horizontal plane running through the lowest point on the fixture where light is emitted. No significant intensity of light shall be emitted from the fixture horizontally, nor above the horizon, nor above the region defined above. All outdoor lighting shall be downward directed. [See VI. PARCEL USES 6. A below]
- B. On-site lighting shall not penetrate beyond the property line in such a manner as to annoy or interfere with the use of adjacent properties. If a light is determined to be in violation, the Owner shall take appropriate corrective action to assure compliance. [See VI. PARCEL USES 6. A below]
- C. No lighting fixture or device may be operated in such a manner as to constitute a hazard or danger to persons or to safe vehicular operation. [See VI. PARCEL USES 6. C below]
- D. In situations of flags, statues or other top-of-pole mounted objects which cannot be illuminated with down lighting, upward lighting may be used only in the form of one narrow-cone spotlight which confines the illumination to the object of interest. [See VI. PARCEL USES 6. B below]
- E. Holiday lighting is exempt [See VI. PARCEL USES 6. E below]

SUGGESTED WORDING:

6. **Outdoor Lighting**

- A. All outdoor lighting shall be downward directed. All outdoor lighting shall be canopied or shielded to prevent the broadcast and/or disbursement of lighting to adjacent Parcels. Unless otherwise approved by the Board of Directors, the use of automatic all-night flood /area lighting is not approved for use on any Parcel.
- B. In situations of flags or other top-of-pole mounted objects that cannot be illuminated with down-lighting, upward lighting may be used only in the form of one narrow cone spotlight which confines the illumination to the flag or object of interest.
- C. No lighting fixture or device may be operated in such a manner as to constitute a hazard or danger to persons or to safe vehicular operation.
- D. This section is not intended to otherwise prohibit other exterior lighting incidental and/or attached to residences or Outbuildings that are appropriately shielded and/or canopied.
- E. Holiday lighting is exempt.

COMMENTS: Minor revisions for clarity.

CURRENT WORDING:

7. Signs. Signs (including, but not limited to For Sale or For Rent signs) are not permitted on the Parcel, except for address signs that identify the address and/or the Owner of the Parcel, which signs will not exceed thirty two (32) square feet. For Sale or For Rent signs will be permitted so long as they are neatly painted and maintained and do not exceed six (6) square feet. [See VI. PARCEL USES 7. below]

SUGGESTED WORDING:

7. **Signs**

Signs that identify addresses, Parcel Owners and/or the name of the Parcel are permitted, which signs shall not exceed thirty-six (36) square feet. Neatly painted and/or printed and maintained For Sale, For Rent or No Trespassing signs are permitted and shall not exceed six (6) square feet. Signs may not be placed on an Easement. All other signs are not permitted on the Parcel.

COMMENTS: Minor revisions for clarity and easement maintenance.

CURRENT WORDING:

8. Trash. No Parcel may be used for temporary or permanent storage of rubbish or trash (collectively, garbage). All garbage must be disposed of in accordance with any applicable state law or county regulations. No garbage may be kept on any Parcel except in covered containers and screened from View from adjacent properties. No open burning of trash or other combustible materials, including grass or weeds, is allowed. [See VI. PARCEL USES 8. & 9. below]

SUGGESTED WORDING:

8. **Garbage**

Parcel may not be used for permanent storage of rubbish or trash (collectively, garbage). All garbage must be disposed of in accordance with any applicable state law or county regulations. No garbage may be kept on any Parcel except in covered containers and screened from view from adjacent Parcels.

COMMENTS: Minor revisions for clarity.

9. **Fires**

Burning of garbage, grass, weeds, construction materials, waste or any other combustible materials on a Parcel is prohibited. Recreational fires (i.e. fire pits, barbeques, food grills) on a Parcel are permitted so long as the fires are properly contained in a non-combustible area on a Parcel and are properly extinguished. Fireworks are not permitted.

COMMENTS: Minor revisions for clarity and to draw better attention to fire restrictions, the importance of which cannot be overstated.

10. **Recreational Firearms Use**

The safe and responsible use of recreational firearms is permitted by the Parcel Owner and any guest on the Parcel Owner's Parcel, subject to section 18. Nuisances, Noxious or Offensive Activity herein. Firearms use on other Parcels is only permitted with the explicit consent of the Parcel Owner. Firearms use on Roads and Easements is strictly prohibited. Firearms use is subject to applicable Wyoming State Statutes.

COMMENTS: Revisions for clarity and to underscore importance.

11. **Hunting**

Hunting on any Parcel is only permitted with the explicit consent of the Parcel Owner. All hunting must comply with the regulations of the Wyoming Game and Fish Department and the State of Wyoming.

COMMENTS: Revisions for clarity and to underscore importance.

12. **Speed Limit**

For the sake of safety and for the preservation of the Roads, Parcel Owners, their contractors and their invited guests are responsible for obeying the posted speed limit.

COMMENTS: Revisions for clarity and to underscore importance.

CURRENT WORDING:

9. Junk Yard, Second-Hand Business, Material Storage. No junk yards or Second-Hand Businesses shall be conducted on any Parcel. ~~Trucks, cars, buses, equipment or building materials shall not be stored on any Parcel unless enclosed in a proper structure so that they are not visible from an adjoining Parcel or from any adjacent roadway.~~ [See VI. PARCEL USES 13. below]

SUGGESTED WORDING:

13. **Junkyards, Second-Hand Businesses, and Commercial Enterprises**

No junkyards, accumulation of junk items, manufacturing or commercial enterprise, including commercial animal boarding activities, or enterprises for profit shall be maintained upon or in connection with any Parcel on the Property, except in connection with business related to small-scale ranching of livestock or in-home, non-storefront enterprises.

COMMENTS: Revisions for clarity.

CURRENT WORDING:

15. Motor Vehicles, Machinery & Equipment. No vehicle may be stored, maintained, constructed, reconstructed or repaired on any Parcel except when done inside a shed, garage or screening so that it is not visible from other Parcels. Inoperable or unlicensed vehicles must be stored or parked inside a structure so as not to be visible from adjoining Parcels. [See VI. PARCEL USES 14. A below] All vehicles or motors must be operated with a muffler. All terrain vehicles (ATVs), go-carts, motorcycles, mini-bikes, motorized scooters and like vehicles may be operated only within the Owner's Parcel and are not allowed on the roadway or easements unless they are licensed, driven by a licensed driver and operated in a way which does not disturb or annoy other Parcel Owners. [See VI. PARCEL USES 14. B below] No vehicles, trailers or any other vehicular equipment, including vehicles with tracks, shall be parked on any roadway which provides common access to and within the Property. [See VI. PARCEL USES 14. C below] ~~No more than four (4) Recreational Vehicles (RVs), fifth wheels, travel or camp trailers, horse trailers, boats, boat trailers and like vehicles and equipment shall be stored outside of a garage or outbuilding provided that such vehicles and equipment shall be parked out of the general view of adjacent Parcel Owners and away from the side of residence that faces a common access roadway.~~

SUGGESTED WORDING:

14. **Motor Vehicles, Machinery, Equipment and Storage**

- A. Inoperable or unlicensed vehicles must be stored or parked inside an Outbuilding so as not to be visible from adjoining Parcels.
- B. All vehicles or motors must be operated with a muffler and spark arrestor. All-terrain vehicles (ATVs), Utility Task or Terrain Vehicles (UTVs), go-carts, motorcycles, mini-bikes, motorized scooters and like vehicles and equipment are allowed on Roads or Easements only if driven by a legally licensed driver and operated in a manner that does not disturb Parcel Owners or destroy roads/easements.
- C. No vehicles, trailers, or any other vehicular equipment shall be parked on any Road that provides common access to and within the Property.
- D. Trucks, cars, buses, equipment and/or building materials shall not be stored on any Parcel to the point that they would be deemed unsightly or numerous by an average person.

COMMENTS: Revisions for clarity.

15. **Retail Trade**

Retail trade or any other business activity or enterprise involving customer traffic is prohibited on any Parcel, except business related to small-scale ranching of livestock or in-home, non-storefront enterprises.

COMMENTS: Revisions for clarity.

CURRENT WORDING:

11. Hazardous Materials. No hazardous or toxic materials may be kept, used or stored on any Parcel. The terms hazardous and toxic materials include any material which is considered hazardous or toxic under federal, state or local law or regulation. [See VI. PARCEL USES 16. below]

SUGGESTED WORDING:

16. **Hazardous Materials**

Other than those materials necessary for the operation of equipment and/or for maintenance of a Parcel, no hazardous or toxic materials may be kept, used or stored on any Parcel. The terms hazardous and toxic materials include any material that is considered hazardous or toxic under Federal, State or other local laws or regulations.

COMMENTS: Minor revisions for clarity and common sense.

CURRENT WORDING:

12. Nuisances, Noxious or Offensive Activity. No nuisance or noxious or offensive activity shall be carried on upon or from any Parcel. The unnecessary, prolonged indiscriminate creation of such things as noise, dust, fumes or odors is prohibited, including but not limited to gunfire, road racing and loud music. [See VI. PARCEL USES 17. below]

SUGGESTED WORDING:

17. **Nuisances, Noxious or Offensive Activity**

No nuisance or noxious or offensive activity shall be carried on or upon or from any Parcel. The unnecessary, prolonged or indiscriminate creation of noise (including but not limited to, gunfire, road racing, and loud music), dust, fumes or odors is prohibited.

COMMENTS: Minor revisions.

CURRENT WORDING:

13. Sanitary Facilities. Toilets or other sanitary facilities shall be water-flush or county approved devices located within a residence. Waste water shall be discharged into a county or other governmental agency (with jurisdiction) approved septic disposal system located on the Parcel. All septic disposal systems shall not drain onto or otherwise impact any adjacent Parcel or other property. [See VI. PARCEL USES 18. below]

SUGGESTED WORDING:

18. **Sanitary Facilities**

All residences must have interior toilets or other sanitary facilities that are water-flush or county approved devices. Wastewater shall be discharged into a county or other governmental agency (with jurisdiction) approved septic disposal system located on the Parcel. No septic disposal system shall drain onto or otherwise impact any adjacent Parcel or other Property.

COMMENTS: Minor revisions.

CURRENT WORDING:

14. Livestock. No swine shall be raised, bred or kept on any Parcel. No chickens or ducks may be raised, bred or kept for commercial purposes on any Parcel. A Parcel may be used for ranching, including the use and keeping of a reasonable number of livestock including horses and cattle, provided the Parcel has been adequately fenced with a minimum five (5) strands or better fence so as to prevent the movement of livestock from the Parcel. Under no circumstances shall a stockyard, dairy or kennel be permitted on any Parcel. All Parcels shall be governed by the same standards that are set forth in regulations of the Bureau of Land Management for Southeastern Wyoming regarding overgrazing and no Parcel shall be overgrazed to the extent that weeds begin to grow or the ground is barren to the extent that soil erosion (caused by water or wind) occurs and creates extensive dust. [See VI. PARCEL USES 19. A & B below]

SUGGESTED WORDING:

19. **Livestock**

A. A Parcel may be used for ranching, including the use and keeping of a reasonable number of livestock including horses and cattle, provided the Parcel has been fenced with a minimum three-strand (or better) barbed wire (or better) fence, so as to assure the safety of livestock and prevent the movement of livestock from the Parcel. (See W.S. 11-28-102 (A) Lawful fences generally.) Stockyard, feedlot, dairy operations, and kennel operations are not permitted. All Parcels shall be governed by the same standards that are set forth in regulations of the Board of Land Management for Southeastern Wyoming regarding overgrazing, and no Parcel shall be overgrazed to the extent that weeds begin to grow or the ground is barren to the extent that soil erosion (caused by water or wind) occurs.

COMMENTS: Revisions for clarity, safety and compliance with state statutes.

B. No more than one (1) swine shall be raised or kept on any Parcel, including for 4-H or FFA projects limited in scope and duration. No fowl may be raised, bred or kept for any commercial retail purposes on any Parcel. Fowl raised, bred or kept for household use and not for any commercial retail purposes are permitted.

COMMENTS: Revisions/additions for clarity and to benefit 4H/FFA interests.

CURRENT WORDING:

16. Parcel Maintenance. Each parcel, including landscaping and improvements thereon, must be maintained and kept clean at all times by the Owner. [See VI. PARCEL USES 20. below]

SUGGESTED WORDING:

20. **Parcel and Improvements Maintenance**

Each Parcel and the landscaping, fences and site improvements thereon must be maintained by the Parcel Owner. Parcel Owner is responsible for weed/grass control along road easements bordering their Parcel.

COMMENTS: Revisions for clarity.

CURRENT WORDING:

17. Mobile Homes. No single wide mobile homes will be permitted. All mobile homes must be new in condition and not previously occupied. [See VI. PARCEL USES 21. below]

SUGGESTED WORDING:

21. **Mobile Homes**

No singlewide mobile homes will be permitted.

COMMENTS: Minor changes.

CURRENT WORDING:

~~18. Travel Trailers, Recreational Vehicles. No travel or camp trailer or RV may be used as a permanent residence. One (1) travel or camp trailer or RV may be used for temporary residential use only if the use extends for not more than six (6) consecutive months, nor more than a total of six (6) consecutive months in any calendar year, with the exception that one (1) travel or camp trailer or RV may be used as a temporary residence for up to one (1) year if the occupant is diligently proceeding to construct a permanent residence upon the Parcel.~~

COMMENTS: Deleted.

CURRENT WORDING:

19. Land Clearing. There shall be no clearing of the vegetation on any Parcel, except underbrush, or for grading, except to the extent necessary to accommodate access, parking areas, and improvements. [See VI. PARCEL USES 22. below]

SUGGESTED WORDING:

22. Land Clearing

There shall be no clearing of the vegetation of any Parcel, except underbrush or dead trees, or for grading, except to the extent necessary to accommodate access, improvements and parking areas on the Parcel.

COMMENTS: Revisions for clarity.

CURRENT WORDING:

21. Amendments. This Declaration may be amended at any time by an instrument which has been signed by not less than sixty-six and two-thirds percent (66 2/3%) of the total Parcels comprising the Property and recorded in the office of the Goshen County Clerk, Goshen County, Wyoming. Each Parcel of record shall be granted one vote. [See VII. Amendments below]

SUGGESTED WORDING:

VII. AMENDMENTS

These CC&Rs may be amended at any time by an instrument that has been signed by not less than sixty-six and two thirds percent (66 2/3%) of the total Parcels comprising the Property, where each Parcel of record is granted one (1) vote per Parcel. Any amendment of these CC&Rs must be recorded in the Office of the Goshen County Clerk, Goshen County, Wyoming. Votes may be taken by a method set forth by the Board, which may include obtaining votes through electronic submission, in person, or by U.S. Mail.

COMMENTS: Revisions made for clarity.

CURRENT WORDING:

20. Enforcement. The legal or equitable Owner of any Parcel, the Owner and the Property Owners Association shall have the right, but not the obligation, to enforce these covenants, conditions and restrictions set forth in this Declaration and any amendments thereto or prevent a violation of the same, by any proceeding at law or in equity, including actions for damages or injunctive relief. Failure by any person entitled to enforce any covenant or restriction contained in this Declaration shall not constitute a waiver of the right to do so at any time thereafter. Any person who violates these Covenants, Conditions and Restrictions shall be liable for all costs incurred in the enforcement of the same by any person entitled to enforce them and shall also be liable for reasonable attorney's fees incurred as a result of the enforcement, whether suit is commenced or not. [See VIII. Enforcement below]

SUGGESTED WORDING:

VIII. ENFORCEMENT

1. The Association and any Parcel Owner shall have the right, but not the obligation, to enforce these CC&Rs and any amendments thereto through appropriate proceedings at law or in equity against those persons in violation or attempted violation hereof for recovery of damages or for such other and further relief as may be available. The failure of the Association to enforce or cause the abatement of any violation of these CC&Rs shall not constitute a waiver of the right to do so at any time thereafter, nor shall it preclude or prevent the enforcement thereof of a further or continued violation, whether such violation shall be of the same or a different provision within these CC&Rs. A Parcel Owner found to have violated these CC&Rs shall be responsible for reasonable attorney's fees and costs incurred by any person entitled to enforce them either to enjoin a violation or for recovery of damages.
2. Although it is a right, it is not the obligation of the Association to prosecute violations of these CC&Rs on behalf of any Parcel Owner. A Parcel Owner may not bring any claim, demand or action against the Association relating in any way to a violation of the CC&Rs by any other Parcel Owner.

COMMENTS: Revisions to improve Association capacity for enforcement.

CURRENT WORDING:

M. In the event the Association determines that any Parcel Owner has not complied with the provisions of this Declaration, then the Association may, at its option, give written notice to the Owner of the conditions complained of. The Owner shall correct same or, if not readily correctable within thirty (30) days after notice from the Association, the Owner shall submit corrective plans proposing its remedy to the condition complained of within fifteen (15) days after notice from the Association. The Association shall approve or disapprove any plans submitted by the Owner and set forth a reasonable time for correction of the condition complained of. In the event such condition is not corrected according to the approved plans, within the allotted time, the Association shall have the right to undertake to remedy such condition or violation complained of. The cost thereof, including reasonable attorney's fees incurred as a result, shall be deemed to be an assessment to such Owner and enforceable by the Association as if any other unpaid assessment. The Association is hereby granted the right of entry on the affected Parcel to so correct the condition or violation complained of. [See IX. Procedure for Enforcement below]

SUGGESTED WORDING:

IX. PROCEDURE FOR ENFORCEMENT

Enforcement of CC&R violation(s) shall be made in the following sequence:

1. Person to person communication between Parcel Owners regarding the violation(s) (citing the specific CC&R violation[s]);
2. If no resolution is achieved by person to person communication between Parcel Owners, written communication may be made by the complaining Parcel Owner to the Board of Directors, including description of attempted person to person communication and providing the specific CC&R violation(s);
3. The Board of Directors shall confirm the specific CC&R violation(s);
4. The Board of Directors may, at its option, give written notice to the Parcel Owner of the violation(s) complained of. The Parcel Owner shall correct the violation(s) within thirty (30) days after notice from the Board of Directors. If the violation(s) are not readily correctable within thirty (30) days after notice from the Board of Directors, the Parcel Owner must submit corrective plans proposing remedy to the violation(s) complained of within fifteen (15) days after notice from the Board of Directors. The Board of Directors shall approve or disapprove any plans submitted by the Parcel Owner and set forth a reasonable time for correction of the violation(s) complained of.
5. In the event such violation(s) are not corrected to the approved plans within the allotted time, the Board of Directors or another Parcel Owner shall have the right to undertake to remedy such violation(s) complained of

against the Parcel Owner, by appropriate proceedings at law or in equity against a Parcel Owner violating or attempting to violate, or for restraining a future violation, for recovery of damages for any violation, or for such other and further relief as may be available by law. The Parcel Owner found to have violated these CC&Rs shall be responsible for reasonable attorney's fees incurred by the Association or another Parcel Owner in a formal legal proceeding. The failure to enforce or cause the abatement of any violation of these CC&Rs shall not preclude or prevent the enforcement of a further or continued violation, whether such violation shall be of the same or a different provision within these CC&Rs.

COMMENTS: Revisions to improve Association capacity for enforcement.

X. BENEFITS AND BURDENS

The terms and provisions contained in these CC&Rs shall bind and inure to the benefit of the Parcel Owners within the Property and their respective heirs, successors, personal representatives and assigns.

COMMENTS: Added to be in alignment with standard practices of non-profit corporations and Wyoming law.

XI. SEVERABILITY

Invalidation of any one of the provisions of these CC&Rs by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

COMMENTS: Added to be in alignment with standard practices of non-profit corporations and Wyoming law.

XII. ASSOCIATION IMMUNITY

The Association and its Board of Directors shall not be liable to any Parcel Owner, their invitees, heirs or assigns, or persons using the Roads, for any claims, demands, charges, damages incurred, or suits at law regardless of nature, extent, amount or severity, by reason of mistake in judgment, error, or negligence, or for any act or omission whatsoever arising out of or in any way related to any of the provisions set forth in these CC&Rs, or in the discharge, performance and/or failure to perform, any of the obligations of the Association set forth herein, including, but not limited to, the maintenance of and improvement of Roads within the Property.

COMMENTS: Added to be in alignment with standard practices of non-profit corporations and Wyoming law.