

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

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 \_\_\_\_\_, 2024 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.

PINE RIDGE RANCH PROPERTY OWNERS ASSOCIATION, INC, a Wyoming non-profit corporation, was formed by Articles of Incorporation filed April 24, 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:

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.

**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.
2. **Bylaws**: The ruling document of the Association pursuant to Wyoming Nonprofit Corporation Act (Title 17, Chapter 19) (“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”).
4. **Record of Survey**: Record of survey is herein defined as 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 as may hereafter be formally amended and recorded in Goshen County Records by virtue of expansion or consolidation as

provided for in **PARCEL USES**, as set forth previously and below (the “Record of Survey”).

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”).
6. **Parcel:** Parcel is herein defined as any parcel of land that is part of the Property 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 (“Parcel”).
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; parties having an interest merely as security for performance of an obligation are excluded.
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”.
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 subdivision.
10. **Outbuilding:** Outbuilding is herein defined as a covered structure with four permanent 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 (“Outbuilding”).
11. **Improvements:** Improvements are herein defined as water supply systems, drainage systems, wind breaks, fences and conservation measures or any positive, permanent change to a Parcel that increases the Parcel’s value.
12. **Feedlot:** A feeding operation concentrated in an area or building where groups of livestock, including, but not limited to, cattle, swine, sheep, turkeys, chickens or ducks, are fed or fattened up for sale.
13. **Stockyard:** A large yard containing sheds and pens where groups of livestock are kept temporarily prior to slaughter, market or shipping.
14. **Dairy:** An area, which may include buildings or rooms, where cows, goats or sheep are maintained for the production, sale and distribution of milk or milk products.
15.  **kennel:** An establishment for the breeding, boarding, or sheltering of dogs and/or cats.

## **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.

## **III. PURPOSE**

The Association was 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.

## **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.

## **V. ASSESSMENTS**

### **1. Annual Assessments**

- A. Each Parcel Owner is obligated to pay regular annual assessments for maintenance and improvement of the Roads and Easements, Association 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.

B. Annual Assessments shall be set by the Board of Directors on a regular calendar basis, which Annual Assessments will be based on the estimated costs of maintenance and improvement of the Roads and Easements, Association insurance and operating costs, including any reserves necessary for future capital expenditures and maintenance, for the subject year. 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 days (90) of original due date will be subject to collection methods, such as lien, garnishment and or judgment, pursuant to Section 3A below. The Board of Directors shall not increase the amount of Annual Assessments beyond ten percent (10%) of the current account per year unless approved by a majority of the Members of the Association.

2. **Special Assessments**

In the event of an emergency that requires immediate action and that the cost of which would exceed fifty percent (50%) of the Association's budgeted gross expenses at any time during a calendar year, a special 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 Owner is personally responsible for his, her or its share of Special Assessments imposed pursuant to these CC&Rs.

3. **Non-Payment of Annual Assessments and/or Special Assessments**

A. If any Parcel Owner fails to pay his, her or its Annual Assessments and/or Special Assessments chargeable to a Parcel, such assessment(s) shall accrue a monthly late fee on the unpaid balance, which fee shall be a percentage determined by the Board of Directors. Late fees shall not exceed five percent (5%).

B. Unpaid Annual and/or Special Assessments chargeable to a Parcel, together with all 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 execution, garnishment and foreclosure.

C. Parcel Owners consent to Association filing a lien on their parcel for any Unpaid Annual and/or Special Assessment which remains unpaid for a period of ninety (90) days or more, reflecting the amount owed and the accrual of late fees as set forth above. Parcel Owners waive any defects in the form of such liens, which may further be foreclosed upon as provided for at law.

D. Liens that attach to the parcels shall remain attached until such time as the lien amount is paid in full.

## **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:

### **1. Subdividing of Parcels**

Subdividing a platted parcel as shown on the Record of Survey into two (2) parcels of equal size is approved by the Association, providing that doing so is fully approved by all applicable zoning and subdivision regulations applying to the subdivision of land as set forth by Goshen County, Wyoming. Nothing in this provision is intended to be inconsistent with the zoning and subdivision regulations of Goshen County. Such parcels, moreover, may only be subdivided once from the Record of Survey, if approved by the Goshen County Board of Commissioners. Formal approval of the Goshen County Board of Commissioners for such a subdivision must be presented to the Board of Directors of the Association for inclusion in its permanent records.

### **2. Consolidation of Parcels**

A Property Owner who owns more than one (1) Parcel may, by appropriate survey and any required application approved by the Goshen County Planning Commission and/or any other applicable Goshen County or State of Wyoming entity, consolidate his, her or its Parcels into one (1) Parcel. All assessments as defined herein will continue to be levied on the original number of Parcels as identified by the Record of Survey.

### **3. Construction Materials Removal**

During construction, it shall be the Parcel Owner's responsibility to ensure that all construction related materials, trash, waste and debris shall be contained, secured and protected. The Parcel Owner bears the responsibility to at all times ensure that during or after construction trash, debris, or material of any kind will be contained on the Parcel and will be disposed of by either the Parcel Owner, the Parcel Owner's contractor, or through the Parcel Owner's contracted trash service, within thirty days (30) of construction completion.

### **4. 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.

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”).

5. **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, builder 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) must be underground and shall be the responsibility of the Parcel Owner, builder and/or appropriate utility company.

6. **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, barb wire, smooth wire, polymer wire, tubular steel, or chain link materials and shall be maintained by the Parcel Owner.

7. **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.

8. **Signs**

Signs that identify addresses, Parcel Owners and/or the name of the Parcel are permitted, which signs shall not exceed thirty-two (32) square feet. Neatly painted and maintained For Sale or For Rent signs are permitted and shall not exceed four (4) square feet. Signs may not be placed on an Easement. All other signs are not permitted on the Parcel.

9. **Garbage**

Parcel may not 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 Parcels.

10. **Fires**

Burning of garbage, grass, weeds, construction materials, waste or any other combustible materials on a Parcel is prohibited. Recreational fires 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.

11. **Recreational Firearms Use**

The safe and responsible use of recreational firearms is permitted by a Parcel Owner and the Parcel Owner's guests 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 permission from Parcel Owner. Firearms use on Roads and Easements is prohibited. Firearms use is subject to applicable Wyoming State statutes.

12. **Hunting**

Hunting on other than a Parcel Owner's own Parcel is by permission of the Parcel Owner only. All hunting is limited to regulations of the State of Wyoming and Wyoming Game and Fish.

13. **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.

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

No junkyards, accumulation of junk items, manufacturing or commercial enterprise, including commercial animal boarding activities, or enterprises of any kind for profit shall be maintained upon or in connection with any Parcel on the Property.

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

- A. No vehicle may be maintained, constructed, reconstructed or repaired on any Parcel except when inside an Outbuilding or screened so that it is not visible from the Roads or from other Parcels. Inoperable or unlicensed vehicles must be stored or parked inside an Outbuilding so as not to be visible from the Roads or from other Parcels.
- B. All vehicles or motors must be operated with a muffler. All-terrain vehicles (ATVs), Utility Task or Terrain Vehicles (UTVs), go-carts, motorcycles, minibikes, 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.

- C. No vehicles, trailers, or any other vehicular equipment shall be parked on any Road that provides common access to and within the Property. No more than four (4) Recreational Vehicles (RVs), fifth wheel trailers, travel or camp trailers, horse trailers, boats, boat trailers and like vehicles and equipment shall be stored outside of an Outbuilding on any Parcel, and such vehicles and equipment shall be parked out of the general view of adjacent Parcels and away from the side of a main residence or Outbuilding that faces a common access Road.
- 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, unless enclosed in an Outbuilding or screened so that they are not visible from an adjoining Parcel or from any adjacent Road.

16. **Retail Trade**

Retail trade or any other business activity involving customer traffic is prohibited on any Parcel.

17. **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.

18. **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 gunfire, road racing, and loud music), dust, fumes or odors is prohibited.

19. **Sanitary Facilities**

All residences must have 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.

20. **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 adequately fenced with a minimum four-strand (or better) barb wire (or better) fence, so as to assure the safety of livestock and prevent the movement of livestock from the Parcel. 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 and creates extensive dust.

- B. No more than two swine shall be raised or kept on any Parcel. This restriction includes 4-H, FFA or other similar non-commercial purposes limited in scope and duration. No fowl may be raised, bred or kept for any commercial retail purposes on any Parcel.

21. **Parcel and Improvements Maintenance**

Each Parcel and the landscaping, fences and site improvements thereon must be maintained at all times by the Parcel Owner.

22. **Prebuilt Homes, Modular Homes and Manufactured Homes**

A. Mobile Homes are not permitted on any Parcel.

B. Conventional homes built on-site are permitted, and the following additional types of residential dwellings are permitted:

- i. "Prebuilt Home" means any residential dwelling that is wholly, or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly on a building site. Prebuilt homes include, but are not limited to, modular homes and manufactured homes.
- ii. "Modular Home" means a residential dwelling constructed in a factory to a residential construction code other than the Federal Manufactured Home Construction and Safety Standards.
- iii. "Manufactured Home" means a residential dwelling built in accordance with the Federal Manufactured Home Construction and Safety Standards which is a unit more than eight and one-half (8 ½) feet in width that is designed, constructed and equipped as a dwelling place to which wheels may be attached for movement upon streets and highways, except a unit used primarily as a mobile laboratory or mobile office.

C. Prebuilt Homes, Modular Homes or Manufactured Homes no older than one (1) year from the date of manufacture to the date of installation, having at least one thousand two hundred (1,200) square feet of useable floor space in its original manufactured condition, and that are in compliance with all rules and regulations as may be imposed by County, State and Federal standards for manufacturing and installation of electrical and sanitary facilities, are permitted to be placed on a Parcel as a permanent residence. Any such permanent residence must be properly skirted and placed upon a permanent foundation. No portion of the underframe of any such permanent residence shall be exposed. The land around any such permanent residence shall be graded to cause water to flow away from any such permanent residence, and the finished floor level shall be at least one (1) foot above the general plane of the terrain on the Parcel.

D. Parcel Owners must provide proof of compliance with the requirements set forth above to Board of Directors prior to installation of any structure listed in this section.

23. **Travel Trailers, Camp Trailers and Recreational Vehicles for Temporary Residential Use**

No structure of a temporary character, including travel trailers, camp trailers, RVs, tents, shacks, barracks, garages or barns may be used on any Parcel as a permanent residence. Travel trailers, camp trailers or RVs may be used for temporary residential use, or recreational use by visitors, provided the use extends for not more than six (6) consecutive months in any calendar year. One (1) travel trailer, camp trailer or RV may be used as a temporary residence for up to twelve (12) consecutive months if the occupant is diligently proceeding with construction of a permanent residence upon the Parcel. If this period of time is inadequate for completion of a permanent residence upon the Parcel, a request must be made to the Board of Directors to extend such permitted time of a temporary residence.

24. **Land Clearing**

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

## **VI. 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.

## **VIII. ENFORCEMENT**

1. These CC&Rs and any amendments thereto may be enforced by the Association by 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. A Parcel Owner found to have violated these CC&Rs shall be responsible for reasonable attorney's fees and costs incurred by the Association either to enjoin a violation or for recovery of damages. 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.
2. Although it is a right, it is neither the obligation nor the responsibility of the Association to prosecute violations of these CC&Rs on behalf of any Parcel Owner. No Parcel Owner may 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.

## **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.
6. Although it is the right, it is neither the obligation nor the responsibility of the Board of Directors to prosecute violations of these CC&Rs. A Parcel Owner may not bring any claim, demand or action against the Board of Directors relating in any way to a violation of the CC&Rs by a Parcel Owner.

## **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.

**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.

**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.