

STATE OF WYOMING)
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COUNTY OF CARBON)

THIS DECLARATION, made on _____, 2002, by William R. Saulcy, Jr., and Judith Jean Saulcy, hereinafter referred to collectively as "Declarant."

A. Declarant is the owner of certain real property in Carbon County, Wyoming, generally described as: Record of Survey, Trail Run_{TM} Area 1, as recorded on _____, 2002, in Book _____, Page _____, as Instrument No. _____, in the office of the County Clerk and Ex-Officio Register of Deeds. A map, for illustration purposes, is attached as Exhibit 1.

B. Declarant does hereby publish and declare that the lands and improvements constructed and located on the lands included in the Record of Survey, Trail Run_{TM} Area 1, as recorded on _____, 2002, in Book _____, Page _____, as Instrument No. _____, in the office of the County Clerk and Ex-Officio Register of Deeds, are hereby subject to the use and ownership as set forth herein and are subject to the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations, all of which shall be deemed to run with the land, shall be a burden and a benefit to Declarant and any person acquiring or owning an interest in the real property and improvements, their grantees, successors or assigns.

These covenants, conditions and restrictions shall run with the land described in Paragraph 1 and shall remain in full force and effect for a period of thirty (30) years from and after the date of recording with the Carbon County Clerk and Ex-Officio Register of Deeds, or until amended or rescinded upon the written consent two-thirds of those entitled to vote as described in Paragraph 37.E., **except** that any amendment or rescission shall, for the first fifteen (15) years following the date of recording with the Carbon County Clerk and Ex-Officio Register of Deeds, require the prior written consent and approval of Declarant or Declarant's personal representative or heirs, successors and assigns, which consent and approval may, in Declarant's or Declarant's personal representative or heirs, successors and assigns, sole discretion be withheld or denied. Declarant's rights, duties, and obligations shall remain with their personal representative or heirs, successors and assigns.

It is the objective of the Declarant to create a low density community which can provide a traditional rural environment together with the needs of modern lifestyles. The Declarant, acting for themselves and their personal representatives, heirs, successors and assigns, through the recording of these covenants, conditions and restrictions for Trail Run_{TM} Area 1 intend that no activity take place and no improvement is constructed or maintained which, in Declarant's opinion, impairs the monetary or

aesthetic values in the area, or threatens the health, safety, and tranquility of residents. In addition to the adoption of these covenants, conditions and restrictions for Trail Run™ Area 1, the Declarant reserves the right to adopt future reasonable rules and regulations, together with future building requirements consistent with these objectives, which become effective upon ten (10) days written notice to all interested parties, which notice shall be given by certified mail by depositing the same in the mail, addressed to such interested parties at their last known address as set forth and maintained by the Carbon County Treasurer's Office.

4. Notices.

A. Notices Regarding Public Facilities:

1. No public roads or public road maintenance exists or is planned.
2. No public water system exists or is planned.
3. No public sewer system exists or is planned.
4. An off-site public landfill is available. User fees apply.

B. Notice of Applicable Zoning Requirements

Notice of applicable zoning requirements, including requirements of developers (Declarant) and subsequent landowners, is given by virtue of the *Notice Of Action, Case File 97-12*, certified March 3, 1998, by Carbon County Planning Commission which is attached hereto as Exhibit 2, is incorporated herein by this reference, and is hereinafter sometimes referred to interchangeably as “Case File 97-12” or “Exhibit 2.”

5. Definitions.

A. “Association” shall mean and refer to **Trail Run Landowners Association, Inc.**, a Wyoming non-profit corporation, its successors and assigns.

B. “Common Elements” means the roadway easements, utility easements and recreational pathway easements, if any, and other areas of common use which may currently appear on the Record of Survey, Trail Run™ Area 1, or which are currently appurtenant to or apparent upon such property, together with those easements and common elements which may become appurtenant to such property in the future.[\[BS1\]](#)

C. “Declarant” shall mean and refer to William R. Saulcy, Jr., and Judith Jean Saulcy, husband and wife, their personal representatives, heirs, successors and assigns.

D. “Owner” and “Landowner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee title to any tract designated on the Record of Survey, Trail Run™ Area 1, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation or debt. For purposes of this Declaration, while Declarant can be an Owner or Landowner, an Owner or Landowner shall not be considered Declarant’s successor or assign.

E. “Tract” means a parcel of land, 40 acres or more in size, as shown on the Record of Survey, Trail Run™ Area 1, recorded on _____, 2002, in Book _____, Page _____, as Instrument No. _____, in the Office of the Carbon County Clerk and Ex-Officio Register of Deeds.

6. Easements; Uses and Restrictions.

A. Easements for installation and maintenance of roadways, utilities, water wells, irrigation ditches, drainage facilities, recreational pathways, or other use may be established through deed conveyances, deed reservations, placement upon the recording of a survey or record of survey, through easement agreements, or through a combination thereof, at the election of the Declarant. Subject to the limitations and conditions set forth in this Declaration, or any document which establishes such easements or use, each Owner of a tract shall have the non-exclusive right to use and enjoy such

easements. Declarant expressly reserves the right to grant easements or uses in the same location as the non-exclusive easements or uses are granted to any Owner of a tract for any purpose so determined by Declarant, for the benefit of any or all lands described in Case File 97-12, as well as any other lands, persons or entities as Declarant may desire in Declarant's sole discretion.

B. Except as specifically provided in the document creating the easement, no structure, gate, fence, planting, or other material shall be placed or permitted to remain in any easement which might damage or interfere with the use of the easement. Weed control within any easement shall be the responsibility of the Owner upon whose property such easement lies.

No grazing of roadway easements or recreational pathway easements, if any, by livestock of any type shall be allowed, except with the prior written consent of the Declarant.

C. When roadway easements or utility easements or recreational pathway easements are situated at or on property boundaries, the applicable set-back distances shall be determined from the easement boundary nearest to the structure to be constructed, rather than from the property lines.

D. Roadways are intended for the non-exclusive use of Declarant, Trail Run™ Area 1 owners or residents, their guests, and persons or entities to whom Declarant has granted, or may in the future grant, easements or use. Any use of Trail Run™ Area 1 roadways by non-licensed drivers operating motorized vehicles is prohibited. Any use of Trail Run™ Area 1 roads by anyone operating a non-licensed vehicle which was originally a titled vehicle is prohibited.

E. Recreational pathways, if any, are intended for the non-exclusive use of Declarant, Trail Run™ Area 1 owners and residents and their guests when accompanied by Trail Run™ Area 1 owners or residents, and persons or entities to whom Declarant has granted, or may in the future grant, easements or use. Use of Trail Run™ Area 1 recreational pathways is restricted to bicycles, pedestrians, and horse riders. Pathways may be signed accordingly. A respect for the private property rights of Owners adjacent to the recreational pathway is expected.

F. Utility easements are intended for the non-exclusive use of Declarant, Trail Run™ Area 1 owners and residents and persons or entities to whom Declarant has granted, or may in the future grant, easements or use.

G. Nothing in this Declaration shall be construed as allowing Trail Run™ Area 1 owners and residents any rights whatsoever to grant to members of the general public access to public or private lands which are adjacent to Trail Run™ Area 1. Easements or use of easements does not grant to any Trail Run™ Area 1 owner or resident any right to enter public or private lands which are adjacent to Trail Run™ Area 1 with a motorized vehicle. Easements or use of easements do not grant the right to enter public and private lands which are adjacent to Trail Run™ Area 1 with the intent to hunt or discharge firearms. Easements or use of easements does not grant the right to enter adjacent private lands for any other purpose, except as Declarant may in the future authorize in writing.

7. Utilities.

Construction of utilities will be according to the provisions of Case File 97-12. Utilities present at date of this Declaration will remain as non-exclusive appurtenances to the lands in Trail Run™ Area 1, in their present form and location. It is the responsibility of Trail Run™ Area 1 Owners to extend utilities from the present location of such utilities to Owners' points of use. Any cuts into or across any roadway or recreational easement or utility easement shall be backfilled and compacted sufficiently to restore the road or easement surface to the grade and condition which existed prior to the cut. Any cut not so restored by Owner within ten (10) days after first being made, may be so restored by the Association and the cost thereof assessed against the responsible Owner.

8. Existing Wells, Irrigation, Drainage.

Unless otherwise expressly provided in a separate written agreement, deed or conveyance, [\[BS2\]](#) Declarant reserves all rights to existing wells in the area, whether permitted for irrigation, domestic use, or stock water, together with the right of ingress and egress to such existing wells, the right to change the place of use or type of use of such well(s). Declarant reserves the right to use all natural drainage courses, ponds or lakes on property within Trail Run™ Area 1 for the purpose of conducting surface water that may accumulate or that may drain from other property.

9. Division and Ownership of Land Including Common Elements.

No tract in Trail Run™ Area 1 shall be further divided by any Owner. Each tract must be conveyed or encumbered only as a constituent unit.[\[BS3\]](#)

Declarant expressly reserves the right in Paragraph 6 to grant easements and use on the roadway, utilities, recreation pathways and other easement areas, to other persons and entities, and for the benefit of other property. No Owner shall grant a right-of-way or easement across any tract for the purpose of providing ingress and egress to any other property.

[\[BS4\]](#)10. Structures; Plan Approval, Construction, Occupancy.

A. At least thirty (30) days prior to applying for a building permit, or the commencement of construction of any building or improvement, plans must be submitted to Declarant and written approval of the structure to be constructed must be obtained. Approval by Declarant will not be unreasonably withheld; however; all structures must conform with the building standards stated herein. Plans may include simple site plans and drawings as necessary to obtain local building permits, but must also include sufficient detail with drawings and plans for the Declarant to determine Owner's compliance with the building standards stated herein. Owner shall not deviate from the approved plans unless such additions or alterations have been approved, in writing, by Declarant.

B. The construction of all structures shall be pursued diligently to completion and shall be completed within twenty-four (24) months from date of commencement of construction. The construction site shall be kept in a neat, orderly and safe condition. Any exceptions require the written consent of Declarant.

C. The residence may be constructed prior to the construction of other buildings or improvements, or may be constructed concurrently with construction of other buildings or improvements. However, no non-residential building or improvement shall be constructed prior to the construction of a residence. During the period of construction of the residence, only temporary non-residential structures shall be permitted on the tract and shall be removed within thirty (30) days of completion of the residence. No temporary or mobile residential dwelling of any kind shall be used as a dwelling on-site during construction of the residence.

D. Occupancy of a residence is not permitted until the Owner demonstrates to Declarant that the structure is substantially completed in conformance with the plans and drawings, including any additions or alterations, approved by Declarant. Items necessary for residence completion shall include, but are not limited to, the following: All backfill and grading, connection to electric utility, connection to a registered well and connection to a state-approved sewage disposal system.

E. Owner must comply with all applicable zoning and building codes and acquire all necessary permits from agencies have jurisdiction over the construction of any building or improvement.

11. Home Office.

To the extent allowed by applicable zoning regulations, an Owner may conduct a home occupation or home office which shall be an integral part of the residence. There shall be no offensive noise, vibration, smoke, dust, odors, heat, and /or glare caused thereby. The home office shall not cause undue traffic in Trail Run™ Area 1. The tract shall not be used for commercial, industrial, public facility or illegal purposes.

12. Single Family Residence.

Each tract shall be used for single family residential purposes only. Lease or rental of a residence is allowed. The Owner shall, at all times, be responsible for the lessee's or renter's compliance with these covenants, conditions, and restrictions and Association bylaws. A retirement or part-time residence is acceptable.

13. Residence.

There shall be one principal building on each tract which shall be the residence. Only new construction or alteration of existing construction will be permitted.

14. Residential Building Standards.

Residential buildings will be subject to the following criteria to ensure compatibility within the neighborhood and to enhance the attractiveness of the residential area to adjoining agricultural and recreational areas.

A. **Manufactured Homes.** Manufactured homes will be allowed in the Trail Run™ Area 1 which meet, at a minimum, the standards described in Paragraph 14.b. herein. The construction of manufactured homes will conform to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., and all subsequent amendments, as well as manufactured home construction and safety standards outlined in the current regulations of the U.S. Department of Housing and Urban Development (24 CFR Chapter XX, Part 3280) and any subsequent amended regulations which are at least as stringent as those currently in effect.

Only **new** manufactured homes which have manufacture dates within twelve (12) months prior to the date of issuance of a building permit shall be allowed.

B. **Standards Applicable to both Manufactured Homes and Site-Built Homes.**

1. Each residence shall be new and constructed with new materials unless Declarant approves, in writing, the use of alternative materials.
2. Each residence must be able to resist a minimum wind load of eighty-five (85) miles per hour.
3. Each residence must be able to support a minimum snow load of thirty (30) pounds per square foot.
4. The maximum height of the residence shall not exceed thirty (30) feet above the

high ground side of the home at finished grade.

5. Each residence must meet the following minimum design requirements:
 - (a) The size of the above-grade main level living area plan (excluding breezeways, porches, patios, garages, carports, decks, and terraces), shall be not less than 1400 square feet.
 - (b) Eighty percent (80%) of the above-grade main level living area must be of a width of 28 feet or greater.
6. Each residence shall be placed on and attached to a permanent, full perimeter poured concrete foundation, regardless of structural design or interior structural support.
7. The exterior walls of each residence shall be a minimum of six (6) inches in thickness.
8. Siding material will consist of wood or wood products, stucco, brick, rock, lap steel, lap aluminum or lap vinyl. One or a combination of these materials must be used to permanently cover the exterior of the house, including exposed foundations or basement walls. The exterior color(s) of the residence shall be neutral tones or earth tones and must blend aesthetically with the surrounding area as determined by Declarant. Any material used to finish the lower perimeter of the residence must be able to withstand the effects of wind, soil, decay, rodents, and termites.
9. Each residence will have a pitched roof, with a roof slope of not less than a four (4) inch vertical rise for each twelve (12) inches of horizontal run. Roofing materials shall be tile, slate, T-lock, asphalt shingles or baked on enamel metal roofing, all of which, including color, must be approved by Declarant.
10. Each residence will have a roof overhang that extends not less than sixteen (16) inches horizontally outward from the exterior walls, not including rain gutters.
 11. Each residence must have, at a minimum, one of the following two features:
 - (a) an attached garage, the design of which alters the structure's roof line and/or which results in the structure's footprint being other than a simple rectangle; or
 - (b) a main level design which results in the structure's footprint being other than a simple rectangle.
12. The residence must have, at a minimum, five (5) of the following nine (9) features:
 - (a) walk out basement
 - (b) a second story living level
 - (c) windows in each above ground wall
 - (d) dormers

- (e) shutters
- (f) bay windows
- (g) horizontal siding or log siding
- (h) porch
- (i) deck

13. The following home designs or construction types are specifically **not** allowed:

- (a) A-frame homes
- (b) Earth Berm homes
- (c) Basement or below-grade homes
- (d) Envelope Homes
- (e) Geodesic Homes
- (f) Homes using wall framing other than wood or steel
- (g) Any other manufactured homes or site-built homes not meeting standards set forth herein.

15. Temporary Structures.

Except as provided in Paragraph 10.C., no temporary structures of any sort shall be placed on any tract.

16. Non-Residential Buildings.

A. There shall be no more than four (4) non-residential buildings per tract.

B. All non-residential buildings must be made of new materials, well-constructed, neat-appearing and designed either with color and materials matching the residence or with contrasting neutral tones or earth tones and materials which blend aesthetically with the surrounding area. Exterior walls must be vertical. The total square footage of open-sided buildings such as loafing barns, shaded storage, or carports must not exceed fifty percent (50%) of the total square footage of fully-enclosed non-residential buildings, whether attached to fully-enclosed buildings or not. Fully-enclosed buildings must exist on site before the construction of open-sided buildings; however, fully-enclosed buildings with an attached open-sided building meeting the above requirements can be constructed concurrently. The height of non-residential buildings must not exceed twenty-five (25) feet from the high ground side of the structure. No other structure of any kind may exceed thirty (30) feet in height. For any structure which may house livestock, other than household pets, the applicable set-back lines shall be increased by 150 ft.

17. Set Back Requirements.

A. The residence shall be located at least one hundred (100) feet from the roadway easement boundary nearest the structure and fifty (50) feet from adjacent property lines.

B. Non-residential buildings shall be placed no closer than fifty (50) feet from a residence and shall be located at least one hundred (100) feet from the roadway easement boundary nearest the structure and fifty (50) feet from adjacent property lines.

C. When roadway easements, utility easements, or recreational pathway easements are situated at or on property lines or adjacent property lines, the applicable building set-back distances shall be determined from the easement boundary nearest the structure to be constructed rather than from the property lines or adjacent property lines.

18. Fencing - Livestock and Pet Control.

A. Common laws or common practice notwithstanding, Trail Run™ Area 1 is declared to be a “fence-in” area with landowners having the responsibility of “fencing in” or otherwise controlling any livestock or pets of any kind within their premises at all times. The control of livestock and pets shall also specifically include, but is not limited to, controlling loud or continued noise. Where there is an easement located on a tract for a roadway, utility or recreational pathway, any new fences shall be built on the boundary of any such road, utility or recreational pathway easement rather than the property line.

B. All new fencing shall conform with stipulations and agreements in Case File 97-12.

19. Horses and Livestock.

A. Any livestock, including horses, maintained on the premises must have adequate shelter, either as fully enclosed buildings or loafing sheds, so as to reasonably house the animals for sustained periods of time. The number of animals shall not be greater than an aggregate number of ten (10); the maintenance and number of animals shall comply with applicable zoning regulations, and if the applicable zoning regulations provide for a lesser number than ten (10) animals, then such regulation shall apply.

B. No pigs or hogs are allowed.

C. No more than 1) three dogs and 2) three cats will be allowed and must be contained and not allowed to run at large at any time. Litters of dogs and cats may be maintained only until the age of three (3) months, at which time disposition must be made of the excess animals.

20. Noxious Weed Control.

Each landowner shall be responsible for control of noxious weeds so as to avoid the spread of these plants within the tract or to adjacent properties. Control practices may be determined by agencies with jurisdiction of noxious weeds.

21. Vehicle, Equipment, and Materials Storage.

A. Declarant encourages parking and storage of vehicles, equipment, and materials inside of buildings.

B. Motorized vehicles and equipment stored or parked outside of buildings, including tractors and any all terrain vehicles, shall be limited to a total of four (4) in number.

C. Any motorized vehicles to which original vehicle titles were issued must be currently licensed if stored outside of buildings.

D. Non-motorized vehicles and equipment parked outside of buildings, including, but not limited to, trailers and farm equipment, shall be limited to a total of four (4) in number.

E. No building materials of any kind shall be stored outside, except during a period of construction.

F. Any equipment or materials of any kind used for the transportation of manufactured housing to the site must be removed within thirty (30) days of the date of arrival of the manufactured housing at the tract.

22. Fires and Burning.

No burning or open fires are permitted, except the burning of brush and weeds with the prior written approval of the Association.

23. Exterior Lighting and Security Lighting.

Any exterior or security lighting shall be equipped with shades to minimize horizontal lighting or view of the light by others.

24. Communication Towers and Antennas.

No structure may be erected nor activity take place which impairs the communication or communication privacy of others in the area. Communication towers and antennas shall not exceed thirty feet in height.

25. Storage Tanks.

Tanks used in connection with any residence or non-residential building, including tanks for storage of gasoline, diesel, fuel oil, and propane, shall be screened by adequate plantings or fencing. The plantings or fencing shall conceal the tanks from neighboring properties, roadways and persons using recreational pathways. No elevated tanks of any kind are permitted.

26. Firearms.

The use or discharge of firearms is not allowed at any time on any tract or easement.

27. Sewage Treatment.

Each tract owner shall provide a private sewage disposal system. The sewage disposal system must be permitted in conformity with law and must be constructed and completed in accordance with State of Wyoming and Carbon County standards.

28. Solid Waste Disposal.

No rubbish, debris, ashes, junk or trash of any type, or hazardous waste or materials, shall be placed or permitted to accumulate on any tract or easement and must be kept within a building or dumpster until properly disposed of. No solid waste may be buried or burned, and all solid waste must be taken to the landfill or otherwise disposed of by a solid waste disposal company.

29. Preservation of Lands.

Landowners shall not over-graze or ruin the natural vegetation on any tract in any manner or engage in activities so as to cause erosion or cause the tract to be aesthetically displeasing. A lawn, garden, or tree windbreak is acceptable. Any land that is disturbed during construction must be reclaimed immediately following construction.

30. Lot Owner Access.

Each Landowner must provide his own access to his tract and his own culvert(s) in the access if necessary. The culvert shall be a minimum of twelve inches (12") in diameter, or a greater size if required by the Declarant, and a minimum of twenty feet (20') in length, or a greater length if required by Declarant. The Owner of the tract must keep the culvert(s) in Owner's access open, free of restrictions to the flow of water, and clear of trash and debris.

31. Telephone.

Telephone cable will be supplied and buried within the utility easement. Each tract owner will be responsible for the installation and burial of telephone line from the utility easement to the residence and other buildings.

32. Electricity.

Electricity will be supplied through a main and a branch on the boundary of each tract. Each tract owner will be responsible for the installation and burial of an electrical supply line from the tract boundary line to the residence and other buildings. Each tract must have a connection made to the main electrical supply and meter installed by Carbon Power and Light or its successor within two (2) years after the tract is first purchased by Owner.

33. Signs.

No signs of any kind, including signs to identify Owners and Owner's "for sale" signs, shall exceed 6 square feet in size, except for the entrance sign to Trail Run™ Area 1 and temporary realtor's advertising signs for Trail Run™ Area 1 and any properties described in Case File 97-12. Signs must blend aesthetically with the surrounding area.

34. Fire Safety and Emergency Requirements.

The access road to the tracts is also the road for fire apparatus and emergency vehicle access. Approved addresses shall be placed by Landowners on all tracts in a manner which is plainly visible from the access road.

35. Excavation and Mining.

No excavation of any kind, including that for stone, sand, gravel or earth, shall be made on any portion of any tract, except for construction excavation. No oil drilling, oil development operation, quarrying, or mining operations, including, but not by way of limitation, strip mining, of any kind shall be permitted on the tract.

36. Nuisance.

No noxious or offensive activities shall be carried on upon any tract or within any easement. Nothing shall be done, tolerated, or suffered on any tract which may become an annoyance or nuisance to other Landowners or Declarant. Fireworks or any high noise level activity shall not be permitted.

37. Association of Landowners

A. The **Trail Run Landowners Association, Inc.**, a Wyoming non-profit corporation, hereinafter called "Association," shall be comprised of owners of tracts in Trail Run™ Area 1 and the owners of other lands described in Case File 97-12 which lands are located in Sections 13, 14, and 15, Township 15 North, Range 83 West of the 6th P.M. [\[BS5\]](#)

B. Tract owners automatically become members of the Association upon purchase of a tract and shall remain a member during the period of ownership.

C. The Association shall have rights and administrative responsibilities as detailed in Case File 97-12. In addition, the Association shall have such other powers or duties (a) as may be delegated in writing from time to time by the Declarant, or (b) as may be surrendered by the Declarant, their personal representatives, heirs, successors or assigns, in writing or (c) as the administration of the Trail Run™ Area 1 and other lands which may in the future expressly be made subject to this Declaration.

D. The Association and its members have the right to enforce the covenants, conditions and restrictions as applicable to the property described in Paragraph 1 which is subject to such covenants, conditions, restrictions, and Association bylaws. After two-thirds of the tracts in Trail Run™ Area 1 are owned by persons or entities other than Declarant, the Association will meet and elect officers and establish their procedures. The Association may undertake litigation against any tract owner who does not comply with the covenants, conditions, restrictions, and Association bylaws.

E. One (1) vote is granted for each forty (40) acres of land owned in Trail Run™ Area 1, regardless of the number of owners and one (1) vote is granted for each forty (40) acres of land owned to the owners of other lands described in Case File 97-12 which are located in Sections 13, 14, and 15, Township 15 North, Range 83 West of the 6th P.M. A tract owner's right to vote may be suspended by the Association during such time as the owner of a tract is in violation of the provisions of this Declaration, the Association bylaws, or has failed to pay any assessment made by the Association.

F. The Association shall accept as part of the Association, upon the written request of Declarant, all or any part of the property located in Section 13, 14, and 15, Township 15 North, Range 83 West of the 6th P.M., which is in the future expressly made subject to this Declaration.

38. Bylaws of Trail Run Landowners Association.

A. Bylaws for the administration of the Trail Run Landowners Association, Inc., and the common elements, and for other purposes not inconsistent with the terms or intent of this Declaration and Case File 97-12, shall initially be adopted by Declarant and may thereafter be amended by a two-thirds (2/3) vote of those entitled to vote as described in Paragraph 37.E. Notice of the time, place, and purpose of such meeting shall be delivered to each member of the Association at least ten (10) business days prior to such meeting.

B. Initially, Declarant, as managing agent, shall have the exclusive power and authority to exercise all management functions for the common elements and common funds and the exclusive power to exercise all the rights, duties and functions of the Association, including, but not limited to, enacting reasonable administrative rules, contracting for required services, property and insurance, and collecting and expending all assessments and Association funds. This requirement is made in order to insure that the common elements will be adequately administered in its initial phases. Subject to the other provisions of this section, administration of the Association may be by an initial Board consisting of three (3) members appointed by the Declarant. This Board shall elect a president and secretary-treasurer from among its members. The president of the Association shall preside over meetings, and shall have one vote on all issues. However, when two-thirds (2/3) of the tracts in Trail Run™ Area 1 are owned by persons or entities other than Declarant, such power shall vest in the Association, but the Association may delegate all or any portion of such power to a manager, managing agent, or an officer of the Association, or in such manner as may be provided in the Bylaws of the Association.

C. The Bylaws shall include provisions identical to those provided in this Declaration, and may contain supplementary, but not inconsistent provisions regarding management, provisions for quorum, ordering of meetings and such additional matters regarding the operations of the Association as may be required for the proper administration of the Association and the common elements.

39. Authority of the Trail Run Landowners Association, Inc.

A. The Association shall enforce the provisions of this Declaration and the bylaws, shall have all powers and authority permitted to the Association under this Declaration, shall be the grantee

and holder of the non-exclusive easement for the road and utilities in Trail Run™ Area 1, shall have the exclusive authority to manage, maintain, repair and improve the easements, common elements, conduct Association operations, and the authority to make the assessments as provided herein. The Association shall also have the exclusive authority to acquire and pay for, out of the common expense fund as hereinafter provided, all goods and services requisite for the proper functioning of the Association, including, but not limited to the following:

1. Road maintenance, improvement, and snow removal, recreational pathway maintenance and improvement, utility easements maintenance and improvements, and the maintenance and improvement, as required, for the common elements.
2. The services of such personnel the Association shall determine necessary or proper for the maintenance, improvement and operation of the common elements, whether such personnel are employed directly by the Association, contracted or are furnished by the manager, managing agent, or Declarant.
3. Legal and accounting services for the operation of the Association, administration of the common elements, or the enforcement of this Declaration or Association bylaws.
4. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Association or the operation, maintenance or improvement of the common elements or for the enforcement of this Declaration or Association bylaws. Provided, however, if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for the benefit of a particular tract or owner as opposed to the general benefit of all tracts, the cost thereof shall be specially assessed to the particular tract and its owners. Such assessments shall be due and payable within ten (10) days of such assessment and if unpaid when due shall bear interest at the rate and in the manner provided in Paragraph 40.D.

B. During reasonable hours, the Declarant, or officers of the Association, or any authorized representative of them, shall have the right to enter upon and inspect any tract, building, site, or improvement for the purpose of determining whether the covenants, conditions, restrictions or Association bylaws are being complied with and such persons shall not be guilty of trespass by reason of such entry.

C. Nothing contained herein shall be construed to preclude the Association from ceding or inviting jurisdiction for traffic regulation and control to the public agency having jurisdiction over the adjacent public roadways.

40. Common Expenses, Establishment, Assessment.

A. Within thirty (30) days prior to the beginning of each calendar year, the Association shall estimate the net common operating expenses for road maintenance and improvements, snow removal, recreational pathway maintenance and improvement and any utility service maintenance and improvement as required for the common elements, additional capital improvements which have been approved by a two-thirds (2/3) vote of those entitled to vote as described in Paragraph 37.E., and general maintenance of the common elements for the ensuing year. A reasonable provision for contingencies, replacement and acquisition, operating reserves and payment for any goods, services or expense requisite for the proper functioning of the Association, may also be included in the estimate. The

Association may determine any expected income and any surplus available from the prior year's operating funds. The Declarant or initial Board, may at any suitable time establish the first such estimate.

B. The estimated or budgeted operating requirement reasonably attributable to Trail Run™ Area 1 shall be assessed to tracts in Trail Run™ Area 1 by dividing the total estimated or budgeted amount by the total number of tracts in Trail Run™ Area 1.

C. If the sum estimated and budgeted at any time proves inadequate for any reason, including nonpayment of any owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the owners in like proportion.

D. Each owner shall be obligated to pay assessments made pursuant to this paragraph to such person or agent as may be designated by the Association in one annual installment which shall be due on or before the first day of February of each year, or in such other reasonable manner as the Association shall designate in writing. Any unpaid assessments or installments shall bear interest at the rate of eighteen percent (18%) per annum from the due date specified herein, or by the Association, until paid.

E. After the time the Declarant's authority hereunder ends, the proposed budget shall be referred to the annual meeting of the Association. Subsequent changes among budget items necessary during any year may be approved by the Association, and the Association may levy such special assessments on the tracts in Trail Run™ Area 1 as it determines necessary. To the extent land in addition to that described in Paragraph 1 may hereafter specifically be made subject to this Declaration, the Association may levy such special assessment on that land as deemed necessary.

F. All funds collected hereunder shall be expended for the purposes designated in the Declaration, bylaws or according to law.

G. The omission by the Association to fix the estimated assessments hereunder for any year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Landowner from the obligation to pay an assessment or any installment thereof for that or any subsequent year. In that event, the assessment last fixed shall continue until a new assessment is established.

H. The Association shall cause to be kept detailed records of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses of the common elements and any other expense incurred. Such records shall be available for examination by any member of the Association or his agent during work days, at a convenient time and place upon reasonable prior written notice to the Association.

41. Assessments: Notice of Indebtedness, Lien, Default in Payment of Assessments, Collection, Foreclosure, Notice of Obligation.

A. Each assessment and each special assessment shall be the joint and several personal debt and obligation of the tract owner or owners and contract purchasers of tracts as of the time the assessment is made. The amount of any assessment, whether regular or special, assessed to the owner and/or purchaser of any tract, plus interest at the rate provided herein if the assessment or any interest is overdue, and costs, including reasonable attorney's fees incurred in enforcement or collection, together with any court costs or other expenses incurred, shall be a lien upon such tract, as well as the personal obligation of the owner. The lien shall have priority over all other liens and encumbrances, recorded or unrecorded, except that such priority shall be limited as provided herein. Suit to recover a money judgment for unpaid assessments or installments shall be maintainable without foreclosing or waiving a lien securing the same.

B. A certificate executed and acknowledged by Declarant or the president of the Association or an authorized agent thereof, stating the indebtedness for assessments secured by the assessment lien upon any tract, shall be conclusive upon the Association and the Landowners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith. Such a certificate shall be furnished to any Landowner or any encumbrancer of the tract within a reasonable time after request, in recordable form if so requested, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on a tract may pay any unpaid assessment payable with respect to such tract, and, upon such payment, such encumbrancer shall have a lien on such

tract for the amounts paid of the same rank as the lien of his encumbrance.

C. In the event that any assessment, special assessment, or installment thereof is ten (10) days or more overdue, the Declarant, the president of the Association, or an authorized agent thereof, may initiate an action to foreclose the lien of any such assessment. In any action to foreclose a lien against any tract for nonpayment of assessments, any judgment rendered against the Landowners of such tract shall include a reasonable sum for attorney's fees and all court costs and other expenses reasonably incurred in preparation or in the prosecution of said action, in addition to any costs permitted by law.

D. The remedies provided are cumulative and the Association may pursue them concurrently and may also so pursue any other remedies which may be available either at law or in equity although not expressed herein.

42. Mortgage Protection.

Notwithstanding all other provisions hereof, the liens created under this Declaration upon any tract for assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by a recorded mortgage or deed of trust upon the tract which were made in good faith and for value and recorded prior to the lien created under this Declaration. A mortgagee or deed of trust beneficiary which obtains possession of a tract as a result of foreclosure or sale under deed of trust and his successors and assigns shall not be liable for assessments arising prior to such possession, but will be liable for the assessments accruing after such possession including the tract percentage share of the unpaid assessment. No amendment of this Declaration shall be effective to modify, change, limit, or alter the rights expressly conferred upon mortgagees or deed of trust beneficiaries in this instrument, with respect to an unsatisfied mortgage or deed of trust duly recorded prior to a lien created under this Declaration unless the amendment shall be consented to in writing by the holder of such mortgage or the beneficiary of such deed of trust.

43. Failure of Board to Insist on Strict Performance; No Waiver.

The failure of the Association in any one or more instances to insist upon strict performance of any of the terms, covenants, conditions or restriction of this Declaration, or of the Association bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of any assessment from a Landowner with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association. This section also extends to the Declarant exercising the powers of the Association during the initial period of operation of the Association, and the Managing Agent, if any, who shall similarly not be deemed to have made any waivers unless given in writing.

44. Limitation of Liability.

The Association, Declarant, and the owners individually or as a group (except that an individual owner may be liable for his intentional actions or individual negligence when not acting for the group but acting on his own account), shall not be liable for any failure of any utility or other service to be obtained and paid for or for the maintenance or failure to maintain or improve the roadways or recreational pathways or for the snow removal or failure to remove snow, or for any injury or damage to person or property caused by the elements or due to any other cause. This section also extends to the protection of the Declarant exercising the powers of the Association. This Section shall not abrogate,

however, the responsibility of the Association to maintain and repair the common elements as provided herein at common expense.

45. Indemnification of Board Members.

The Declarant, each board member and officer of the Association shall be indemnified by the Landowners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he or it may be a party, or in which he or it may become involved, by reason of being or having been the Declarant, board member or officer of the Association or any settlement or judgment resulting therefrom, whether or not he is the Declarant, board member or officer of the Association at the time such expenses or liabilities are incurred, except in such cases wherein the member of the Association is adjudged to have engaged in intentional and willful misfeasance or malfeasance in the performance of his duties. This section shall extend to and apply also for the indemnification of the Declarant during the initial period of operation of the Association and the indemnification of Declarant's Managing Agent, if any.

46. Enforcement and Severability.

A. Enforcement of these covenants, conditions and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate these covenants, conditions, restrictions, and Association bylaws, either to restrain the violation or to recover damages or both. The proceedings may be initiated and prosecuted by the Association, any person owning property within Trail Run™ Area 1 or other property described in Case No. 97-12 which is located in Sections 13, 14, and 15, Township 15 North, Range 83 West of the 6th P.M.

B. Violations or proceedings may be recorded on the land records pertaining to the owners of tracts which are in violation. Privileges may be suspended until the violation is corrected and abated.

C. Each and every covenant, condition, restriction, and reservation contained herein shall be considered to be an independent and separate covenant, condition, restriction and reservation. In the event that any one or more of such covenants, conditions, restrictions, and reservations shall for any reason be held to be invalid or unenforceable, all remaining covenants, conditions, restrictions and reservations shall nevertheless remain in full force and effect. Invalidity of any one of these covenants, conditions, restrictions and reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, this _____ day of _____, 2002.

William R. Saulcy, Jr.

Judith Jean Saulcy

STATE OF WYOMING)
 :SS
COUNTY OF CARBON)

The foregoing instrument was subscribed to and acknowledged before me by William R. Saulcy, Jr., and Judith Jean Saulcy, this _____ day of _____, 2002.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

TRAIL RUN™ AREA 1

STATE OF WYOMING)
 ss
COUNTY OF CARBON)

**AMENDMENT NO. 1 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TRAIL RUN™ AREA 1**

THIS AMENDMENT TO DECLARATION, made on _____, 2004, by William R. Saulcy, Jr., and Judith Jean Saulcy, hereinafter referred to collectively as “Declarant.”

A. Declarant is the owner of certain real property in Carbon County, Wyoming, generally described as: Record of Survey, Trail Run™ Area 1, as recorded on October 21, 2002, in Book 1026, Page 172, as Instrument No. 900786, in the office of the County Clerk and Ex-Officio Register of Deeds.

B. Declarant filed a **Declaration of Covenants, Conditions and Restrictions for Trail Run™ Area 1** on October 21, 2002, in the Office of the County Clerk and Ex-Officio Register of Deeds for Carbon County, Wyoming, the same being recorded at Book 1026, Page 173, as Instrument No. 900787.

C. Declarant has not sold any tract in Trail Run™ Area 1, and Declarant desires to amend the **Declaration of Covenants, Conditions and Restrictions for Trail Run™ Area 1** referred to above, as follows:

9. Division and Ownership of Land Including Common Elements.

No tract in Trail Run™ Area 1 shall be further divided by any Owner; each tract must be conveyed or encumbered only as a constituent unit. [\[BS1\]](#) However, for the limited purpose of securing financing to construct a residence on the tract or purchase a tract, less than the entire tract may be encumbered with the prior written consent of Declarant. The Owner is solely responsible for assuring that encumbering less than the entire tract will not violate any law, regulation or ordinance or this **Declaration of Covenants, Conditions and Restrictions for Trail Run™ Area 1**, and must provide such assurance in writing as the Declarant may request.

Declarant expressly reserves the right in Paragraph 6 to grant easements and use on the roadway, utilities, recreation pathways and other easement areas, to other persons and entities, and for the benefit of other property. No Owner shall grant a right-of-way or easement across any tract for the purpose of providing ingress and egress to any other property.

14. Residential Building Standards.

Residential buildings will be subject to the following criteria to ensure

compatibility within the neighborhood and to enhance the attractiveness of the residential area to adjoining agricultural and recreational areas.

A. **Manufactured Homes.** Manufactured homes will be allowed in the Trail Run™ Area 1 which meet, at a minimum, the standards described below. The construction of manufactured homes will conform to the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 U.S.C. 5401 et seq., and all subsequent amendments, as well as manufactured home construction and safety standards outlined in the current regulations of the U.S. Department of Housing and Urban Development (24 CFR Chapter XX, Part 3280) and any subsequent amended regulations which are at least as stringent as those currently in effect.

B. **Modular Homes.** Only those modular homes which have been built to the most current edition of the Uniform Building Code, in effect at the time a building permit is issued by Carbon County, Wyoming, and carry a UBC certification are allowed.

C. **Site Built Homes.** Site built homes must be constructed according to standards established in the most current edition of the Uniform Building Code.

D. **Standards Applicable to All Residences.**

1. Each residence shall be new and constructed with new materials unless Declarant approves, in writing, the use of alternative materials. Only new manufactured homes or modular homes which have a manufacture date within the twelve (12) months prior to the date of issuance of a building permit by Carbon County, Wyoming, shall be allowed.
2. Each residence must be able to resist a minimum wind load of sixty (60) miles per hour.
3. Each residence must be able to support a minimum snow load of thirty (30) pounds per square foot.
4. The maximum height of the residence shall not exceed thirty (30) feet above the high ground side of the home at finished grade.
5. Each residence must meet the following minimum design requirements:
 - (a) The size of the above-grade main level living area plan (excluding breezeways, porches, patios, garages, carports, decks, and terraces), shall be not less than 1400 square feet.
 - (b) Eighty percent (80%) of the above-grade main level living area must be of a width of 27 feet 6 inches or greater.
6. Each residence shall be placed on and attached to a permanent, full perimeter poured concrete foundation, regardless of structural design or interior structural support.
7. The exterior walls of each residence shall be a minimum of six (6) inches

in thickness.

8. Siding material will consist of wood or wood products, stucco, brick, rock, lap steel, lap aluminum, cement board, or lap vinyl. One or a combination of these materials must be used to permanently cover the exterior of the house, including exposed foundations or basement walls. The exterior color(s) of the residence shall be neutral tones or earth tones and must blend aesthetically with the surrounding area as determined by Declarant. Any material used to finish the lower perimeter of the residence must be able to withstand the effects of wind, soil, decay, rodents, and termites.

9. Each residence will have a pitched roof, with a roof slope of not less than a four (4) inch vertical rise for each twelve (12) inches of horizontal run. Roofing materials shall be tile, slate, T-lock, asphalt shingles or baked on enamel metal roofing, all of which, including color, must be approved by Declarant.

10. Each residence will have a roof overhang that extends not less than sixteen (16) inches outward from the exterior walls, not including rain gutters.

11. Each residence must have, at a minimum, one of the following two features:

(a) an attached garage, the design of which alters the structure's roof line and/or which results in the structure's footprint being other than a simple rectangle; or

(b) a main level design which results in the structure's footprint being other than a simple rectangle.

12. The residence must have, at a minimum, four (4) of the following eleven (11) features:

- (a) walk out basement
- (b) a second story living level
- (c) windows in each above ground wall
- (d) dormers
- (e) shutters
- (f) bay windows
- (g) horizontal siding or log siding
- (h) porch
- (i) deck
- (j) pods
- (k) eyebrows

13. The following home designs or construction types are specifically **not** allowed:

- (a) A-frame homes
- (b) Earth Birm homes
- (c) Basement or below-grade homes
- (d) Envelope Homes
- (e) Geodesic Homes
- (f) Homes using wall framing other than wood or steel
- (g) Any other manufactured homes, modular, or site-built homes not meeting standards set forth herein.

32. Electricity.

Electricity will be supplied through a main on the boundary of each tract. Each tract owner will be responsible for the installation and burial of an electrical supply line, including the installation of transformers, if applicable, from the tract boundary line to the residence and other buildings. Each tract must have a connection made to the main electrical supply and meter installed by Carbon Power and Light or its successor unless an alternative electrical power source suited for long-term sustainable power is approved in writing by the Declarant. If such approval is granted, connection to the alternative power source shall be construed to be a connection to the electric utility for purposes of

compliance with these provisions.

39. Authority of the Trail Run Landowners Association, Inc.

A. The Association shall enforce the provisions of this Declaration and the bylaws, shall have all powers and authority permitted to the Association under this Declaration, shall be the grantee and holder of the non-exclusive easement for the road and utilities in Trail Run™ Area 1, shall have the exclusive authority to manage, maintain, repair and improve the easements, common elements, conduct Association operations, and the authority to make the assessments as provided herein. The Association shall also have the exclusive authority to acquire and pay for, out of the common expense fund as hereinafter provided, all goods and services requisite for the proper functioning of the Association, including, but not limited to the following:

1. Road maintenance, improvement, and snow removal, recreational pathway maintenance and improvement, utility easements maintenance and improvements, and the maintenance and improvement, as required, for the common elements.
2. The services of such personnel the Association shall determine necessary or proper for the maintenance, improvement and operation of the common elements, whether such personnel are employed directly by the Association, contracted or are furnished by the manager, managing agent, or Declarant.
3. Legal and accounting services for the operation of the Association, administration of the common elements, or the enforcement of this Declaration or Association bylaws.
4. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Association or the operation, maintenance or improvement of the common elements or for the enforcement of this Declaration or Association bylaws. Provided, however, if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for the benefit of a particular tract or owner as opposed to the general benefit of all tracts, the cost thereof shall be specially assessed to the particular tract and its owners. Such assessments shall be due and payable within ten (10) days of such assessment and if unpaid when due shall bear interest at the rate and in the manner provided in Paragraph 40.D.

B. Nothing contained herein shall be construed to preclude the Association from ceding or inviting jurisdiction for traffic regulation and control to the public agency having jurisdiction over the adjacent public roadways.

D. All other provisions of the **Declaration of Covenants, Conditions and Restrictions for**

Trail Run™ Area 1 as recorded at Book 1026, Page 173, except as specifically amended herein, shall remain the same. The lands and improvements constructed and located on the lands included in the **Record of Survey, Trail Run™ Area 1**, as recorded in Book 1026, Page 172, are subject to the use and ownership as set forth and are subject to the terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations, all of which shall be deemed to run with the land, shall be a burden and a benefit to Declarant and any person acquiring or owning an interest in the real property and improvements, their grantees, successors or assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, this _____ day of _____, 2004.

William R. Saulcy, Jr.

Judith Jean Saulcy

STATE OF WYOMING)
 :SS
COUNTY OF CARBON)

The foregoing instrument was subscribed to and acknowledged before me by William R. Saulcy, Jr., and Judith Jean Saulcy, this _____ day of _____, 2004.

Witness my hand and official seal.

Notary Public

My commission expires: _____.