



AMENDMENT AND RESTATED
DECLARATION OF COVENANTS AND
RESTRICTIONS OF
HONEYBEE MEADOWS SECOND ADDITION
TO THE TOWN OF AFTON

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective as of the **3rd day of June, 2021** ("Declaration"), by Honeybee Lane, LLC, a Wyoming limited liability company, hereinafter referred to as "Declarant", the Owner or beneficial owner of a lot or lots of the **Honeybee Meadows Second Addition** ("the Addition") in accordance with the plat to be filed for record in the Office of the Lincoln County Clerk in Lincoln County, Wyoming, ("the Plat"), which shall hereinafter be referred to as the "Property". The Property is located within the Town of Afton, Wyoming ("Afton"), and is therefore subject to all laws, ordinances, rules, and regulations governing real property situated in Afton. Nevertheless, because the Property is of such high scenic and natural value, Declarant adopts the following Covenants, Conditions, and Restrictions in addition to such other laws governing the Property to preserve and maintain the natural character and value of the Property for the benefit of all Owners of the Property or any part thereof.

NOW, THEREFORE, Declarant hereby declares that all of the Property described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner of any part thereof.

ARTICLE I
DEFINITIONS

1. "Association" shall mean and refer to the Honeybee Meadows Property Owners Association and its successors and assigns.
2. "Board" shall mean the Board of Directors of the Association established to administer and enforce the terms and conditions of this Declaration as set forth herein.
3. "Declarant" shall mean and refer to Honeybee Lane, LLC.
4. "Lot" shall mean and refer to any of the single-family residential plots of land shown upon that certain recorded Addition plat of the Property filed by the Declarant in the Office of Lincoln County Clerk.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and Owners of a beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.
6. "Principal Residence" shall mean the single-family residential Structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which the other authorized Structures on such Lot are accessory.

7. "Property" shall mean and refer to that certain real property known as the Honeybee Meadows Second Addition, in accordance with the plat filed for record in the Office of the Clerk of Lincoln County as **Plat No. 1017605**, EXCEPTING Lot 1 of said Addition. Future additions may hereafter be brought within the jurisdiction of the Association.
8. "Structure" shall mean anything built or placed on the ground, excluding fences.

ARTICLE II

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Association Membership. Declarant shall have all of the rights, powers and authority of the Association until the Lot Owners have formally established the Association, either as a corporation, unincorporated association, or other legal entity of their choosing. The Lot Owners shall establish the Association when 50% of the Lots, as shown on the approved Master Plan, have been sold by Declarant. Every Owner of a Lot shall be a member of the Association. For purposes of voting and meetings of the members, there shall be one vote for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
2. Management of Association and Property. The affairs of the Association shall be managed by a Board of Directors as provided in this Declaration, its organizational documents, and bylaws ("governing documents"). All agreements and determinations with respect to the Property lawfully made or entered into by the Board of Directors shall be binding upon all Owners and their successors and assigns.
3. Board of Directors of the Association. The Board of Directors (the "Board") of the Association shall consist of three (3) members, or such additional number as may be approved by the members in accordance with its governing documents. The term of a member shall be three (3) years, except that the terms of the members of the initial Board shall be one, two, and three years. Thereafter, all members shall serve for a term of three (3) years. The Board shall be elected by a majority vote of the members of the Association. All Board members shall be an owner or an officer, shareholder, or member of an owner (e.g. such as a member of an LLC).
4. Until 50% of the Lots, as shown on the approved Master Plan, have been sold and title transferred to new Owners, the Declarant reserves the right to appoint and remove all members of the Board and to exercise the powers and responsibilities otherwise assigned by this Declaration to the Association. By express written declaration, Declarant shall have the option, at any time, to turn over to the Association the total responsibility for electing and removing members of the Board.
5. Authority and Duties. The duties and obligations of the Board as set forth herein and rules governing the conduct of the Association shall be set forth in the governing documents as they may be amended from time to time.
6. Limited Liability of Board of Directors, etc. Members of the Board and their officers, assistant officers, agents, and employees acting in good faith on behalf of the Association:
 - a. shall not be liable to the Owners as a result of their activities as such for any mistakes of judgment, negligence or otherwise, except for their own willful misconduct or bad faith;
 - b. shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such;
 - c. shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith;

- d. shall have no personal liability arising out of the use, misuse, or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except unsold Lots owned by Declarant, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to have consented to be subject to these covenants and agrees to pay the Association an annual assessment as determined by the Board for the funding of the Association and performance of its duties as required herein.
 - a. A general, continuing lien is hereby imposed on each Lot in the Addition for the payment of annual assessments imposed on Lots according to this Declaration. In connection with that general lien, all such assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon all those Lots on which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the entity or person who was the Owner of such Property at the time when the assessment fell due.
 - b. In addition, for the collection of delinquent user fees or charges, the Board may by resolution enact such policies and procedures or rules and regulations as it deems appropriate including without limitation imposition of service charges, collection of attorney fees or other costs of collection, or the filing of a lien against the Lot for the amount due.
2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, to fund the business and operations of the Association including performance of its duties as stated herein, and for Association employees' wages, mailing costs, and other related expenses incurred on behalf of the Association.
3. Annual Budget. The Board shall prepare an annual budget estimate for administration of the Association and fix the amount of the annual assessment based on its estimate. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.
4. Notice and Quorum for Any Action Authorized under Section 3. Written notices of any meeting called for the purpose of taking any action authorized under this article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
5. Uniform Rate of Assessment. Except for lots owned by the Developer, the annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis as determined by the Board. Lots owned by the Declarant shall not be assessed or required to pay assessments of any kind.

6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots subject to assessment on the first day of the month following the conveyance of the first Lot. The first annual assessment for lots purchased thereafter shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.
7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of fifteen percent (15%) per annum. The Association may bring legal action against the Owner personally obligated to pay the same, or foreclose the lien against the Property, in the same manner as real estate mortgages with power of sale are foreclosed in Wyoming pursuant to W.S. 34-4-101 et seq., and any successor or replacement statute thereto. No Owner may waive or otherwise escape liability for the assessments provided herein on any basis, whatsoever.
8. Priority of the Assessment Lien. Sale or transfer of any Lot or the recording of any mortgage or other lien against any Lot shall not affect the priority of the assessment lien.

ARTICLE IV

ARCHITECTURAL STANDARDS

1. Architectural/site Committee; Organization. There shall be an Architectural/site Committee consisting of the Board as soon as the Board has been organized and is operating.
2. Initial Architectural/site Committee. The initial Architectural/Site Committee shall be the Declarant. Once the Board has been elected, it shall serve as the Architectural/site Committee.
3. Architectural/Site Committee Duties. No Lot Owner shall construct any Structure on a Lot without the prior approval of all plans for such construction by the Architectural/Site Committee and its issuance of a permit to proceed. It shall be the duty of the Architectural/Site Committee to consider and act upon such proposals for the plans submitted to it from time to time, to adopt Architectural/Site Committee rules pursuant to Section 5 of this Article, and to perform such other duties from time to time delegated to it by the Association. Any plans not:
 - a. Approved
 - b. Approved with conditions
 - c. Rejectedwithin thirty (30) days from being submitted to the Architectural/Site Committee shall be deemed approved.
4. Architectural/Site Committee: Meetings; Action; Expenses. The Architectural/Site Committee shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of its members shall constitute an act by the Architectural/Site Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Architectural/Site Committee shall keep and maintain a record of all action from time to time taken by the Architectural/Site Committee at such meetings or otherwise. Unless authorized by the Association, the members of the Architectural/Site Committee shall not receive any compensation for services rendered. All members shall be entitled to reimbursement for

reasonable expenses incurred by them in connection with the performance of any Architectural/Site Committee function.

5. Architectural/Site Committee Rules. The Architectural/Site Committee may, from time to time, and in its sole discretion, adopt, amend, and repeal by unanimous vote, rules, and regulations, to be known as "Architectural/Site Committee Rules". A copy of the Architectural/Site Committee rules, as they may from time to time be adopted, amended or repealed, and certified by any member of the Architectural/Site Committee, shall have the same force and effect as if they were part of the Declaration. The Architectural/Site Committee may record the same if deemed necessary.
6. Non-Waiver. The approval by the Architectural/Site Committee of any plans, drawings or specifications for any work done or proposed, or in connection with any other matter requiring the approval of the Architectural/Site Committee under this Declaration, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification, or matter whenever subsequently or additionally submitted for approval.
7. Liability. Neither the Architectural/Site Committee nor any member thereof shall be liable to the Association or to any Owner or project committee for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or (c) the development, or manner of development, of any property within the Property. Without, in any way, limiting the generality of the foregoing, the Architectural/Site Committee, or any member thereof, may, but is not required to, consult with or hear from the Association or any Owner with respect to any plans, drawings specifications, or any other proposal submitted to the Architectural/Site Committee.

ARTICLE V

DESIGN STANDARDS

1. General Standards. The following standards and restrictions are applicable to the construction, remodeling, alteration, and exterior refinishing of any and all Structures and improvements and site preparation upon each Lot.
2. Uniform Codes. All structures, buildings or improvements shall be erected in accordance with all current laws, ordinances, rules, and regulations of Afton, Lincoln County, and the State of Wyoming, and the current edition of the following uniform codes:
 - a. Uniform Building Code;
 - b. International Building Code;
 - c. National Plumbing Code;
 - d. National Electrical Code;
 - e. National Fire Protective Association International; and
 - f. If applicable, State of Wyoming, and/or Lincoln County Building and Safety Codes.
3. Design Character. All buildings shall be constructed in character with each other specifically by using complementary exterior roofing, building material, and coloring on each building on the properties. Exterior colors shall be earth tones, or such other colors as are approved by the Architectural/site Committee. All buildings will be painted or faced and roofed in colors that blend into the natural environment and landscape of the area.
4. Exterior materials will be of rough sawed natural wood, peeled log, stone, or similar rough textured natural material, manufactured stone, brick, or stucco, hardy board, aluminum siding, metal siding, or vinyl siding. No cinder blocks shall be used as exterior facing material. Roof materials shall

be cedar shake or shingle, composite shingle, slate, tile, or ribbed metal or metal shingle roofing with a non-reflective flat color finish.

5. Building Design. The design of all buildings is subject to the following:

- a. No Structures or improvements shall be constructed on the properties other than (1) residential dwelling, to be occupied by the owner, his/her lessee, guests and servants; garages; and storage building(s) to be used to house vehicles, equipment or supplies. All improvements shall be of new, permanent construction using good quality workmanship and materials.
 - b. The minimum floor area of any single-family residence shall not be less than 1,200 square feet as measured by the exterior building dimensions on the ground floor, exclusive of the garage, or unenclosed porches or decks. All residences must also include an attached garage large enough for at least 1 automobile. A carport is not a suitable replacement for a garage.
 - c. No structure shall be erected, altered, placed, or permitted to remain on the property which shall exceed two (2) stories in height. This shall not include a walkout basement or underground garage.
 - d. Roofs shall have a minimum pitch of five feet in twelve feet. All primary roofs shall have a minimum overhang of sixteen (16) inches. Solar collectors shall not be considered roofs. No unpainted metal roofs shall be allowed.
 - e. The use of gables, porches, decks, and other decorative architectural features is encouraged to avoid homes with a "boxy" appearance.
 - f. Solar collectors may be of any construction, materials, or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring resident. Solar collectors shall be integrated into the structure of a residence, garage, or other accessory building and shall not be free standing.
6. Setbacks shall be in accordance with those listed on said plat and approved by Afton.
7. All areas of Lots not used for structures or drive-way shall be landscaped with lawns, trees, shrubs, flowers, gardens, ground cover, or decorative walkways, planters, foundations or ponds, within 1 year of receiving a certificate of occupancy. Landscaping must be well maintained at all times. Low Maintenance (such as xeriscape) landscaping may be approved by the architectural committee.
8. All driveways are highly encouraged to be paved with concrete or asphalt; however, a well-maintained gravel driveway may be acceptable.
9. Site Design. Site design shall comply with the following requirements:
- a. Fencing:
 - i. Fences on lot lines are optional, not mandatory.
 - ii. Fences must be maintained in good repair including painting as needed.
 - iii. Barbed wire, woven field wire, and chain link fences are not permitted, except where lot is adjacent to land used for agricultural purposes provided, however, only the side of the lot adjacent to the agricultural land may erect or maintain such fencing.
 - b. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of a Structure, or shall be installed or constructed underground.
 - c. Sanitary Facilities. Each Lot shall have a connection to the Afton sewer system subject to Afton's requirements therefore.
 - d. A domestic water supply shall be provided by Afton subject to its requirements for connection thereto. Each lot will also be provided a single hook up to Dry Creek

irrigation line and have rights to irrigate. Owners of each lot will pay applicable yearly assessment fees to Dry Creek Irrigation regardless of their usage of irrigation water.

10. Construction. The exterior of any building must be completed within twelve (12) months of issuance of the Afton Building Permit except where such completion would be impossible, due to size of project, or doing so would result in undue hardship to the Owner because of strikes, emergencies, or natural calamities; provided, however, that the Owner is nonetheless obligated to either diligently pursue completion or removal of the building. If a building permit for the construction of a home is not obtained within 90 days of the purchase of a Lot, the landowner must comply with Afton and Lincoln County ordinances for weed control. The lot must be mowed on a regular basis and not look overgrown with weeds. It must remain trash free and not detract from the general appearance of the Addition.

ARTICLE VI

USES AND RESTRICTIVE COVENANTS

1. General Restrictions. The following general restrictions shall apply to all land, regardless of classification:
2. No building, Structure, sign, fence, refinishing or improvement of any kind shall be erected, placed, or permitted to remain on any Structure, Lot or tract, and no excavation or other work which in any way alters any Lot from its natural or improved state existing on the date the Lot was first conveyed in fee by Declarant to an Owner shall be erected, placed, done, or permitted to remain on any Structure, Lot or tract until the plans, specifications have been approved in writing and a permit to proceed has been issued by the Architectural/Site Committee and a building permit has been issued by Afton. Plans for buildings for the refinishing or improvement of the same shall include scaled floor plans, exterior elevations indicating height, a list of exterior materials, and a site plan.
3. Two copies of any proposed plans and related data shall be furnished to the Architectural/Site Committee, one of which may be retained by the Architectural/Site Committee for its records. Any approval given by the Architectural/Site Committee shall not constitute a warranty, express or implied, of compliance with any applicable building or safety codes for any other purposes other than the authority for the person submitting the plan to commence construction.
4. Uses; Restrictions.
 - a. Each Lot shall be used exclusively for residential purposes; provided, however, that nothing in this subparagraph (a) shall be deemed to prevent:
 - i. Any home-based business that complies with Afton's ordinances and that is approved by the Architectural/Site Committee; provided, that no commercial business shall be allowed on any Lot;
 - ii. The leasing of any lot from time to time by the Owner thereof, subject; however, to all of the restrictions as may be adopted from time to time by the Association.
 - iii. Leasing a portion of the residence or home when the Owners thereof are occupying the property as their primary residence, subject; however, to all of the restrictions as may be adopted from time to time by the Association and all in accordance with Afton's zoning requirements.

- b. Each Lot, and any and all Structures and improvements from time to time located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such Owner's sole cost and expense.
- c. There shall be no exterior fires whatsoever except barbecue fires contained within barbecue receptacles, properly constructed permanent outdoor fireplaces or fire pits, and such fires for vegetation and/or rubbish control as may from time to time be permitted by Afton and Lincoln County fire regulations.
- d. In general, normally domesticated animals (including ducks, chickens, rabbits, & honeybees) are allowed on the property subject to Afton ordinances governing animals except that cattle, horses, mules, llamas, sheep, goats, and other large livestock are not permitted on the property. Breeding or boarding animals commercially is not permitted. All animals shall at all times be restrained by fencing or leashed and maintained on their Owner's lot so as not to be or become a nuisance or be allowed to run at large. Barking dogs or other animals constituting a nuisance shall be confined in a sound resistant enclosure during normal sleeping hours.
- e. No commercial signs whatsoever shall be erected or maintained upon any lot. A wooden residential identification sign of combined total face area of three (3) square feet or less may be erected. A sign advertising the premises for sale may be erected as needed for such purposes, provided such sign does not exceed a combined total face area of six (6) square feet.
- f. No noxious, offensive, or noisy activity (disturbance to the peace and tranquility) shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Lots.
- g. No earth house, basement house, manufactured house, house trailer, mobile home, shack, or similar facility or structure shall be kept, placed or maintained upon any Lot at any time. The terms "manufactured house", "house trailer" or "mobile home" as used herein include but are not limited to any building or structure with wheels and/or axles and any vehicle used at any time, or constructed so as to permit its being used for the transport thereof upon the public streets or highways and constructed so as to permit occupancy thereof as a dwelling or sleeping place for one or more persons, and shall also mean any such building, structure or vehicle, whether or not wheels and/or axles have been removed, after such building, structure or vehicle has been placed on a temporary foundation. However, Owners may keep a motor home, camp trailer or similar recreational vehicle on a Lot so long as the vehicle is currently registered and not used for residential purposes on the Lot.
- h. No discharge of any firearms in the Addition will be allowed. No hunting of wildlife of any sort will be allowed within the confines of the Addition.
- i. No inoperative vehicle shall be kept on the premises for more than thirty (30) days unless parked in an enclosed building.
- j. All garbage and trash shall be placed and kept in covered containers which shall be maintained so as not to be visible from neighboring property. The cost of commercial trash collection shall be paid by each owner, in accordance with the billing of the collector. No rubbish or debris of any kind shall be placed or permitted to accumulate on any Lot. No metal including without limitation scrap metal or metal drums shall be kept, stored, or allowed to accumulate on any Lot except in an enclosed structure.

- k. The roads in the Addition will be dedicated to Afton and become public roads. They are designed for the benefit of all lots in the Addition and traffic through the Addition including access for emergency and other public vehicles. Therefore, such roads shall be kept free from parked vehicles except for limited-duration guest parking.
- l. Each Owner takes title to a Lot subject to all easements, exceptions, restrictions, reservations, and rights-of-way of sight or record including without limitation to those depicted on the Addition plat.

ARTICLE VII

GENERAL PROVISIONS

1. Lot Splitting: Consolidation. Lots within the Property may not be subdivided beyond what has been approved on the Addition plat. An owner may purchase and combine more than one lot to create a larger single lot.
2. Assignment of Powers. Any and all of the rights and powers vested in the Declarant pursuant to this Declaration may at any time be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same, effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance, or release.
3. Notices: Documents: Delivery. Any notice or other document permitted or required by this Declaration shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed as follows: if to the Association or to the Architectural/Site Committee, at such address as the Association may determine and notify all Owners and Declarant in writing upon its organization; if to an Owner, then at any Lot within the Addition owned by the Owner; if to the Declarant, at PO Box 725, Afton, WY 83110; provided, however, that any such address may be changed from time to time by an Owner, by the Architectural/Site Committee, or by the Declarant by notice in writing, delivered to the Association, if organized, or if not, to all Lot Owners and to Declarant.

ARTICLE VIII

ENFORCEMENT, DURATION, AND AMENDMENT

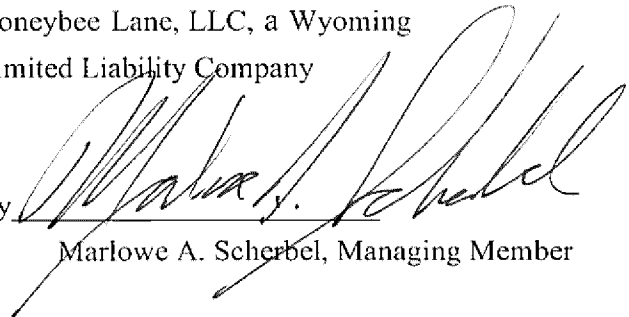
1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. If such a proceeding is successfully brought, the party against whom the action was brought shall pay to the enforcing party all costs thereof including without limitation a reasonable attorney fee in addition to any other relief that may be granted. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. In addition, the Association may establish fines and the time for payment thereof for violation of the provisions of this Declaration. If any such fines are not paid when due, the Association shall have a lien on the Lot of the Owner who owes the fine and shall have the right to collect the fine in the same manner as annual assessments.

3. Duration of Restrictions. All of the covenants, conditions, and restrictions set forth in this Declaration shall be perpetual and continue to remain in full force and effect at all times against the Property and the Owners thereof, subject to the right of amendment or modification provided for in this Article.
4. Amendment or Revocation. This Declaration may be amended in whole or in part or revoked by an instrument in writing signed by not less than seventy-five percent (75%) of the Lot Owners, which amendment becomes effective when the instrument is recorded in the Office of the County Clerk of Lincoln County, Wyoming. The Declarant shall have the right in its sole discretion, during such time as Declarant owns not less than 50% of the Lots, as shown on the approved Master Plan, to amend or modify this Declaration by an instrument in writing, and all Lots within the Addition including those previously sold shall be subject to such modification. Any such amendments shall be duly executed by the Declarant and are effective when recorded in the Office of the County Clerk of Lincoln County, Wyoming.
5. Annexation. Additional residential property may be annexed to the Property by Declarant at any time, provided only that all of such additional Property and Owners shall be subject to this Declaration.
6. Violation Constitutes Nuisance. Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or in part, is declared to be and shall constitute a nuisance and may be abated by Declarant or its successors in interest, the Association and/or by any Lot Owner; and such remedies shall be deemed cumulative and not exclusive.
7. Construction and Validity of Restrictions. All of said covenants, conditions and restrictions contained in this Declaration shall be construed together, but if it shall at any time be held that any one of the said conditions, covenants or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof shall be thereby affected or impaired; and the Declarant and all Owners, their heirs, successors and assigns, shall be bound by each Article, Section, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.
8. No Waiver. The failure of the Declarant, the Board or its agents and the Owners to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, 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 shall remain in full force and effect. The receipt and acceptance by the Board or its agent of payment of any assessment from an Owner, with the knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.
9. Variances. The Architectural/Site Committee, in its sole discretion, may allow reasonable variances and adjustments of the foregoing covenants, conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the covenants contained herein. Any variances or adjustments of these conditions, covenants and restrictions granted by the said Committee, or any acquiescence or failure to enforce any violations of the conditions and restrictions herein, shall not be deemed to be a waiver of any of the conditions and restrictions in any other instance.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed as of the day and year first above written.

Honeybee Lane, LLC, a Wyoming
Limited Liability Company

By



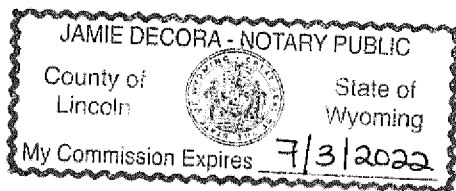
Marlowe A. Scherbel, Managing Member

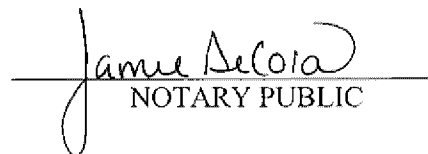
STATE OF WYOMING

COUNTY OF LINCOLN

The foregoing instrument was acknowledged before me by Marlowe A. Scherbel as Managing Member of Honeybee Lane, LLC, this 3rd day of June, 2021.

Witness my hand and official seal.




NOTARY PUBLIC

My commission expires: 7/3/2022.