



First American Title™

These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.

FRANK J. MC CUE AND MARGARET M. MC CUE
 OTIS L. HOY AND EDNA FERN HOY

- * DECLARATION OF PROTECTIVE COVENANTS
- * DATED NOVEMBER 25, 1957
- * RECORDED



A. Know all men by these presents; that all lots lying within Blocks 1 and 2, Fourth Filing of Indian Hills, a subdivision of Section 19, Township 14, North, Range 66 West of the 6th P.M. in Laramie County, Wyoming, are now owned and held subject to all the restrictions, conditions, covenants, charges and agreements contained in the within Declaration of Protective Covenants, and Frank J. McCue and Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy do hereby warrant, and agree that any subsequent grants of any lots shall be made subject to the following covenants and restrictions.

B-1 FULLY PROTECTED RESIDENTIAL AREA

The residential area covenants contained herein shall apply to Lots 1 through 14 in Block 1 and Lots 1 through 4 in Block 2.

B-2 RESIDENTIAL COVENANTS

Lots 15, 16, 17, and 18 in Block 1 shall be subject to all of the regulations of the Zoning Ordinances of the City of Cheyenne, Wyoming, relative to residence "C" districts.

C. RESIDENTIAL COVENANTS

C-1 LAND USE AND BUILDING TYPE

No lot shall be used except for residential purpose except as provided as to lots described in paragraph B-2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and private garage for not more than two cars.

C-2 ARCHITECTURAL CONTROL

No buildings shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with topography and finish grade elevation. No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback line.

C-3 DWELLING COST, QUALITY AND SIZE

It is the intention and purpose of the covenants to assure that all dwellings shall be of a quality workmanship and materials substantially the same as, or better than the near subdivision adjoining.

MINIMUM PERMITTED DWELLING SIZE

In Blocks 1 and 2 the ground area of the main structure, exclusive of one story open porches and garages, shall not be less than 1000 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story, and the exterior of all construction shall not be less than 25% masonry on front elevation exclusive of all door and window openings. All construction shall be new and no structure shall be moved from any location outside this subdivision on to any site in said subdivision.

C-4 BUILDING LOCATION

No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more than the minimum setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. In the event a house is turned on a corner lot to face the side street, the setback line on each street shall be minimum of 25 feet.

C-5 LOT AREA AND WIDTH

No dwelling shall be erected or placed on any plot having a

minimum width less than 65 feet at the setback line.

C-6 EASEMENTS

Easements for installation and maintenance of utilities and minimum width are reserved.

C-7 NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there on which may be or may become an annoyance or nuisance to the neighborhood.

C-8 TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-9 SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

C-10 OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11 LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12 SEWAGE DISPOSAL

No individual sewage disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Wyoming Department of Public Health.

C-13 GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

D ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP

The architectural control committee is composed of Frank J. McCue, Otis L. Hoy and A. K. Morley, Jr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the committee or to withdraw from the committee or restore to it any of the powers and duties.

D-2 PROCEDURE

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within





30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

E GENERAL PROVISIONS

E-1 TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT

Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or recover damages.

E-3 SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in force and effect.

Dated this 25th day of November 1957

Frank J. McCue
Otis L. Hoy
Edna Fern Hoy
Margaret M. McCue

Acknowledged November 26 1957 before Pauline E. Connelly, a Notary Public in Laramie County, Wyoming, by Frank J. McCue, Margaret M. McCue, Otis L. Hoy and Edna Fern Hoy.

Pauline E. Connelly
Notary Public

Commission Expires April 7, 1958



'93 DEC 15 PM 4 37



THE PADDOCK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by D & F DEVELOPERS, LIMITED LIABILITY COMPANY, and Dan C. Hinkle and Judith F. Hinkle, husband and wife, hereinafter collectively referred to as "Declarant."

WITNESSETH:

WHEREAS, D & F DEVELOPERS, LIMITED LIABILITY COMPANY, and Dan C. Hinkle and Judith F. Hinkle, husband and wife, are the owners of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

Lots 1, 2, 3, 4, 8, 9, 10, 11, 12, 13, 14 and 15, Block 1, Hoy Holding Company Townhouse Project II located in the NE1/4SE1/4 of Section 19, T. 14 N., R. 66 W., 6th P.M., Laramie County, Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed 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 real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to The Paddock Homeowner's Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Private Easements" shall mean all easements utilized as access, utility and drainage easements for the common use and enjoyment of the Owners, and which are not dedicated to the public.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, which shall be subject to Private Easements.

Section 6. "Declarant" shall mean and refer to D & F DEVELOPERS, LIMITED LIABILITY COMPANY, and Dan C. Hinkle and Judith F. Hinkle, husband and wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.



ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Private Easements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Private Easements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded;

(b) Easements and rights of access for utility lines as shown on the plat of The Paddock.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Private Easements and facilities to the members of his family, his tenants, or contract purchasers who reside on the Owner's Lot.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot;

Class B. The Class B member(s) shall be the Declarant who shall be entitled to two (2) votes for each Lot owned. The Class B membership shall cease on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On December 31, 1996.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is



deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against 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 person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Private Easements, and of the homes situated upon the Properties to the extent provided in Article VII hereinbelow. It is specifically contemplated that the Association will provide for snow removal and lawn and sprinkler system care

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Thirty Dollars (\$30.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than Twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above Twenty-five percent (25%) by the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than ten (10) 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 fifty percent (50%) of all the votes of each class of 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.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis as determined by the Board of Directors.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence on the first day of the month following the conveyance of a Lot to a Class A Owner. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Liens for Assessments. All sums assessed to any Lot pursuant to this Article, together with interest thereon provided herein, shall be secured by a lien on such Lot in favor of the Association upon recordation of the Notice of Assessment as herein provided. Such liens shall be superior to all other liens and encumbrances on such Lot except for: valid tax and special assessment liens on the Lot in favor of any governmental assessing authority; any lien of any first mortgagee, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; encumbrances on the Lot recorded prior to the date such notice is recorded; and labor of materialmen's liens, to the extent required by law. Sale or transfer of any Lot shall not affect the said lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments and charges as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments or charges thereafter becoming due or from the lien thereof. To create a lien for sums assessed pursuant to this article, the Association shall prepare a written Notice of Assessment setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Lot and the description of the Lot. Such a notice shall be signed by the Association and shall be recorded in the Office of the Clerk and Recorder of Laramie County, Wyoming. No notice of assessment shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale of the Lot by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the exercise of power of sale in mortgages or in any other manner permitted by law. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the Notice of Assessment and all reasonable attorneys' fees. All such costs and



expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof. A further notice stating the satisfaction and release of any such lien shall be executed by the Association and properly recorded in Laramie County, Wyoming, upon payment of all sums secured lien which has been made the subject of recorded notice of assessment. Any encumbrancer or contract seller holding a lien or contract for deed on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Section 8, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority. The Association shall report to any encumbrancer or contract seller of a Lot any unpaid assessment remaining unpaid for longer than sixty (60) days after the same shall become due; provided, however, that such encumbrancer or contract seller first shall have furnished to the Association written notice of such encumbrance or contract sale.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The amount of any monthly or special assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation may be maintained by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Private Easements or by abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

ARTICLE V PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the individual homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used or has use of the wall must restore it, and if the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.



Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII USE RESTRICTIONS

Section 1. Maintenance of Grounds. The grounds, including without limitation, the lawns, shrubs, trees and sidewalks shall be maintained by the Association in a proper manner which is homogeneous with all other properties subject to this Declaration. The Association may maintain all or any items included in or on the grounds of all Properties.

Section 2. Easements. Easements for installation and maintenance of utilities, drainage facilities, and Private Easements for driveways, sidewalks, lawns and landscaped areas are reserved at actual location of the same. Within these easements, no new structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the movement of vehicles or persons in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 5. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers, motor homes and other large vehicles such as stock trucks and trailers shall be limited to a period of twenty-four (24) hours, when parked on the Lots or the Private Easements. The parking of boats and trailers on the Lots or the Private Easements shall be of a temporary nature and such items are not to be left parked in such a location for storage from one season to another or while not in seasonal use. Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the Lots or the Private Easements for a period of more than twenty-four (24) hours at any one time as a repeated matter of practice. No vehicle over



seven feet in width may be parked on the Lots or the Private Easements for more than twenty-four (24) hours.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sales period.

Section 7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that normal household pets, not to exceed two dogs or two cats, may be kept provided that no such animal is kept, bred or maintained for any commercial purpose and does not become a nuisance. No animal shall be allowed to roam free outside the property boundary of the owner's lot, and each such animal owner shall be responsible to clean and remove the animal waste from such owners lot and maintain such owner's lot and lawn in good condition.

Section 8. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each owner is responsible for the removal of his own garbage unless undertaken by the Association in accordance with Section 1 above.

Section 9. Antennas. No Owner shall place a TV, radio, citizen band radio, or any other such antennas on any improvement or on any Lot without the prior approval of two-thirds (2/3) of the members of Board of Directors.

Section 10. Commercial Use. Any improvement on any Lot may only be used for the purposes allowed in the Zoning Ordinances of the city of Cheyenne at that time. The Zoning Ordinances must be changed prior to any use of any improvement for a business or commercial purpose. Notwithstanding the foregoing, no noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the designated area, by reason of unsightliness or excessive emission of odors, dusts, fumes, smoke, glare, vibration, radiation, noise or excessive traffic.

Section 11. Private Fences. All private fences shall be approved by the Board of Directors or its designated architectural control committee, if any. All such fences shall match the color of the buildings on the Properties and shall be painted and maintained in a timely manner in accordance with the instructions of the Board of Directors or its designated architectural control committee.

ARTICLE VIII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee comprised of three (3) or more



representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE IX
GENERAL PROVISIONS**

Section 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. 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this _____ day of December, 1993.

DECLARANT:

D & F DEVELOPERS, LIMITED LIABILITY COMPANY

BY: [Signature]
John F. Volk, Member

BY: [Signature]
James D. Volk, Member

BY: [Signature]
Dan C. Hinkle

BY: [Signature]
Judith F. Hinkle

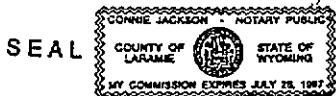


STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 13th day of December, 1993, by John F. Volk and James D. Volk, Members of D & F Developers, Limited Liability Company.

Witness my hand and official seal.

My commission expires: July 28 97



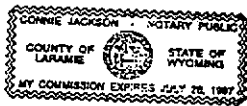
BY: Connie Jackson
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me this 13th day of December, 1993, by Dan C. Hinkle and Judith F. Hinkle, husband and wife.

Witness my hand and official seal.

My commission expires: July 28 97



BY: Connie Jackson
Notary Public

SEAL