DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WESTGATE DEVELOPMENT, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described and attached hereto as Appendix A.

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

Section 1. "Association" shall mean and refer to Westgate 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 sellers, but excluding those having such interests merely as security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described and attached hereto as Appendix A.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Westgate Development, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Single family unit" shall mean a self-standing single family residence, the lot upon which the residence is situate being owned by the title holder thereof.

Section 8. "Multifamily unit" shall mean either condominium or apartment facilities. The lot area will normally be owned unless otherwise specifically designated by the plat as a common area facility by the residents and owners association.
ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area 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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area 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 each class of members agreeing to such dedication or transfer has been recorded;

(d) Easements and rights of access for utility lines as shown on the plat of Westgate Association.

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

Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

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 and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and
be converted to Class A membership 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 or before March 30, 1981.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

A. Provisions applicable to both single family and multifamily residential units.

Section 1. Creation of the Lien and Personal Obligation of 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) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which 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 recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the residential units situated upon the Properties.

Section 3. Special Assessments for Capital Improvements. In addition to the annual 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 upon the Common Area, 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 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members, not less than 30 days nor more than 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 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 60 days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis for either multifamily or single family residential units as a class.

Section 6. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of the Lot by Declarant to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors 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 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.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment 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 as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

B. Multifamily units.

Section 1. 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 Fifty Dollars ($50.00) per Lot for multifamily units.

(a) 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 each year not more that 3% 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 3% by a vote of two-thirds (2/3) 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 annual assessment at an amount not in excess of the maximum.

Section 2. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Rights of access are hereby reserved to and granted the Association for such exterior maintenance as is provided by this Section.

Section 3. Insurance. The Board on behalf of the Association at its common expense shall at all times keep all buildings of the Project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in Wyoming in an amount as nearly as practicable to the full replacement costs thereof without deduction for depreciation, in the name of the Board as trustees for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in Wyoming as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Lessor true copies of such insurance policies or current certificates thereof, without prejudice to the right of each apartment owner to insure his apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same buildings in a good and substantial manner according to the original plans and elevations thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

Every such policy of insurance shall:

(a) Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any apartment owner;

(b) Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any act or neglect by the Board of any apartment owner or any other persons under either of them;

(c) Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least 30 days' prior written notice thereof to the Board, Lessor and every other person in interest who shall have requested such notice of the insurer;
(d) Contain a waiver by the insurer of any right of subrogation to any right of the Board, Lessor or apartment owners against any of them or any other persons under them; and

(c) Contain a standard mortgage clause which shall:

(1) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any apartment or apartment lease of the project, in their respective order and preference, whether or not named therein;

(2) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Trustee, Lessee or apartment owners or any persons under any of them;

(3) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(4) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board. The Board on behalf of the Association at its common expense shall also effect and maintain at all times comprehensive general liability insurance, covering all apartment owners with respect to the Project and naming the Lessor as additional insured, in an insurance company authorized to do business in Wyoming with minimum limits of not less than $300,000 for injury to one person and $500,000 for injury to more than one person in any one accident or occurrence and $50,000 for property damage, and from time to time upon receipt thereof deposit promptly with the Lessor current certificates of such insurance without prejudice to the right of any apartment owners to maintain additional liability insurance for their respective apartments.

C. Single family residences.

Section 1. 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 Twenty-Five Dollars ($25.00) per Lot for single family units.

(a) 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 such year not more than 3% 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 3% by a vote of two-thirds (2/3) 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 annual assessment at an amount not in excess of the maximum.

Section 2. Annually the Association will quote a monthly charge for the owners of single family residences to afford snow removal and lawn care and maintenance services for such units. The Owners may elect not later than March 15 of each year, having been given the quoted rate, to subscribe to the service which shall cover the term of April 15 of that year.
through April 14 of the following year, which amount shall be 
initially Thirty Dollars ($30.00) per month and shall be ad-
justed annually thereafter no later than March 1 of each year 
by the Board of Directors in accord with Article V of the 
Articles of Incorporation of the Association.

Section 3. The Directors of the Association may, but 
shall not be obligated, to determine and provide external mainte-
nance for single family residences at a quoted basis, which basis 
may be subject to change from time to time at the sole discretion 
of the Directors of the Association.

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 
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 propor-
tion 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 the wall may restore it, and if the 
other Owners thereafter make use of the wall, they shall con-
tribute to the cost of restoration thereof in proportion to 
such use without prejudice, however, to the right of any such 
Owners to call for a larger contribution from the 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 ele-
ments 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 successor 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 VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be com-
menced, erected or maintained upon the Properties, nor shall 
any exterior addition to or change or alteration therin 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 
or external design and location in relation to surrounding 
structures and topography by the Board of Directors of the
Article VII

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 wise 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. Annexation. It is intended that the opportunity to include areas within this Declaration presently extends to the entire Westgate Development, even though that development may be constructed by stages. In addition to such total area subject to this Declaration or participation herein, additional residential property and Common Area may be annexed to the Properties only with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this [ ] day of [ ], 1977.

WESTGATE DEVELOPMENT
Declarant
By

Managing Partner

STATE OF WYOMING )
COUNTY OF LARAMIE ) ss.

The foregoing instrument was acknowledged before me this [ ] day of [ ], 1977, by Francis Ferguson as Managing Partner of Westgate Development (a Wyoming partnership).

Witness my hand and official seal.

[Signature]
Notary Public

BOOK 1096 1479
APPENDIX "A"

Lots 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and 43, Block 1; all of Block 42; all of Block 3, Westgate Addition, a subdivision in the City of Cheyenne, Laramie County, Wyoming.
DECLARATION OF PROTECTIVE COVENANTS

The undersigned, being the owner in fee simple of the following described property situate in Laramie County, Wyoming, to-wit:

Lots 1A, 1, 2, 4, 5, 6 and 7, Block 1; Lots 1, 2, 3, 4, 14 and 15, Block 5, Westgate Addition, a subdivision in the City of Cheyenne, Laramie County, Wyoming

does hereby make this Declaration of Protective Covenants applicable to all of the described property.

I. Multi-Family Residential Use

1. Other lots in the area designated by the plat or by appropriate zoning for use for multi-family residences shall be used for that purpose and no other. This Section shall cover multi-family rental units or units constructed for lease, rental, ownership or occupancy by public housing agencies.

2. Dwelling Quality and Size. No dwelling shall be permitted on any lot except as is authorized by provisions of the City-County Plan and Ordinance as effective on the date of filing of these protective covenants.


(A) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line.

(B) No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. If more than one lot is used for the construction of an integrated housing facility or unit, then the perimeter lot lines of the combination of lots only shall be subject to the setback restriction of this paragraph.

(C) For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. Required Appurtenances and Parking. Appurtenances shall be furnished to make the structures appropriate to the
area located including specifically garages, utility structure and rear driveway entrances. No front yard parking slabs shall be permitted without specific and individual written approval by the architectural control committee. There shall be provided for each residential unit off-street parking for at least one vehicle.

II.

Commercial Use

1. Commercial Use Designated in Filing. All lots designated in the filing or by appropriate zoning for commercial use shall be used for that purpose and no other.

2. No noxious or offensive trade or activity shall be carried on, nor shall anything be done thereon which may be or become an annoyance or nuisance to the area, by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, glare, vibration, radiation or noise.

3. The buildings or premises, except as otherwise provided in this Declaration, may be used for any use permitted under the zoning for Commercial "B-1" or "B-2" Districts, under Zoning Ordinance of Laramie County and the City of Cheyenne, Wyoming, as the same exists at the time that a person purchases or otherwise acquires an interest in a building site, except that the use shall in no case include:
   a. Auto wrecking, salvage yards, used material yards, businesses whose principal occupation is storage or baling of waste or scrap paper, rags, scrap metals, bottles or junk;
   b. Boiler and tank works;
   c. Central mixing plant for asphalt, mortar, plaster or concrete;
   d. Alfalfa dehydrating mills;
   e. Slaughter houses, meat packing plants and rendering works.

4. Construction or alteration of any buildings shall meet the standards provided in this Declaration. Exterior surfaces of all buildings or structures shall be of concrete, masonry, noncombustible approved metals, or lath and plaster, except walls of offices and the main entrances of any office building facing the front line shall have an exterior facing of brick, painted block, stone, flagstone, 10-year colored metal, moss rock, pre-cast concrete products, architectural concrete, or appropriately decorated lath and plaster.

5. Improvements erected on the property subject to this Declaration shall not exceed two stories in height without specific prior written approval of the Architectural Control Committee.

6. No improvements shall be erected, placed or a major alteration of any exterior of any improvement be made, on any building site until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing by the Architectural Control Committee. The Committee's decision shall be based on harmony of external design with existing structures in the development, location of the improvements on the building site (giving due regard to the anticipated use thereof.
as same may affect adjoining structures), uses and grades of finished ground elevation; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one so submitting plans or to any owner of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agents, or employees, arising in connection with the approval or disapproval, or failure to approve any such plans.

7. No structures or buildings shall be located closer than ten (10) feet to any side building site line or rear property line, it being the intent that an open area of at least twenty (20) feet shall exist between all adjacent but separately owned improvements, both at sides and rear.

8. The minimum setback of any building from the front lot line shall be forty (40) feet. There shall be reasonable landscaping between the front lot line of a building site and any building located on the building site; where an area is to be landscaped, it shall be done attractively with lawns, trees, shrubs, desert gardens, etc., according to plans submitted to the Architectural Control Committee, and properly maintained thereafter, including the parking areas.

9. For each building site there shall be provided off-street automobile parking facilities, at the minimum rate of one parking space for each 1.5 employees simultaneously employed on the premises and appropriate off-street visitor parking, commensurate with the business function of the enterprise.

10. Storage of bulk commodities, materials, supplies, products and equipment on the exterior of the buildings shall be confined to areas which are screened in accordance with the provisions as follows, it being the intention of this provision that subject materials shall not be visible from the adjoining property or from streets and public areas:

a. Fences or masonry walls of approved design, eight (8) feet high for storage, or, if storage extends above eight (8) feet, enough to conceal the stored items. Chain link fences are acceptable so long as aluminum slats are placed on the chain link fence in any area where there is a requirement for screening from view under the terms of this Declaration;

b. Location at rear of buildings where such location will conceal such areas from public view;

c. Properly located and planned hedges, shrubs, or plantings of sufficient density and height to provide concealment;

d. Terrain adjustment and/or retaining walls to provide concealment by virtue of site lines from streets, public areas or adjacent property;

or any combination thereof.

11. No billboards or advertising signs other than those identifying the name of the business and products of the person or firm occupying the premises shall be permitted except a sign offering the premises for sale or lease. Design and location of all signs are subject to approval of the Architectural Control Committee.

12. In order that maneuvering of trucks and trailers be confined to the premises of each establishment, no
loading dock shall extend beyond the front line of any building and no loading dock shall be located so that any vehicle using it shall extend beyond any property line.

13. Where a right-of-way easement exists, no structures or buildings shall be constructed thereon.

14. The premises shall be attractively maintained, including removal of debris and control of weeds and on-site vegetation.

15. All building lots must be engineered for proper drainage to drain water away from buildings, to avoid impounding water (except as a planned, approved pond as a landscaping feature), and to conform to overall drainage pattern of the entire area.

16. Concrete, flagstone, oil surface or other approved hard-surfaced walks must be provided for all major pedestrian visitor or employee foot traffic patterns.

III. General Requirements for All Lots in the Subdivision

1. Architectural Control: No building 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 existing structure and location with respect to topography and finish grade elevations. All construction shall be new and no buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. There shall be no front yard fencing. Approval shall be as provided in paragraph 13.

2. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no 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 flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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

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.

5. Parking and Non-Operative Vehicles and Facilities: Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and 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 street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of more than 24 hours at any one time or as a repeated matter of practice.

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 five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

7. **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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

8. **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.

9. **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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. **Water Supply:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of Campbell County, Wyoming.

11. **Sight Distance at Intersections:** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12. **Specific Reservations, Restrictions and Limitations for Construction, Planning, Development and Use:**

   (A) Lawns shall be promptly planted and no grass shall be planted in said lawns other than a pure strain of bluegrass under various trade names or any other grass which has the advance written approval of the Architectural Control Committee.

   (B) No overhead wires shall be allowed unless approved in writing by the Architectural Control Committee.
13. The Architectural Control Committee is composed of the following persons: Francis Ferguson, Leona C. Ferguson and Jordan C. Holland. 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 shall have full authority to designate a successor. None of 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 written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

14. 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 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.

15. 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 thirty 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.

16. Enforcement: In the event that any person shall violate any of these covenants, it shall be lawful for any owner of any lot or lots in the area or the Architectural Control Committee to maintain an action in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages, and in addition, to recover from the party so violating such protective covenants reasonable attorney's fees required in the proceedings either to enjoin violation or for the recovery of the damages.

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

DATED this _____ day of ________, 1977.

WESTGATE DEVELOPMENT
By:

[Signature]
Managing Partner
THE STATE OF WYOMING  
COUNTY OF LARAMIE  

On this ___ day of ___, 1977, before me appeared Francis Ferguson, to me personally known, who, being by me duly sworn, did say that he is the Managing Partner of Westgate Development, and that said instrument was signed on behalf of said joint venture and said Francis Ferguson acknowledged said instrument to be the free act and deed of said joint venture.

Given under my hand and notarial seal this ___ day of ___, 1977.

[Signature]
Notary Public

My Commission Expires: [Signature]

[Seal]
Notary Public

[Seal]
Count of Laramie
Wyoming
THE STATE OF WYOMING  }  
COUNTY OF LARAMIE  }  ss.

TO THE PUBLIC:       DATE:

GRANTOR: Westgate Development

AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS

Pursuant to the Declaration of Protective Covenants
filed by Westgate Development, recorded July 7, 1977, in
Book 1098 at Page 623, Grantor amends the legal description
to include the following lands:

Lots 5, 6, 7, 8, 9/10, 11, 12 and 13, Block
5, Westgate Addition, a subdivision in the
City of Cheyenne, Laramie County, Wyoming.

DATED this 21st day of July, 1977.

WESTGATE DEVELOPMENT
By

Francis Ferguson
Managing Partner

THE STATE OF WYOMING  }  ss.
COUNTY OF LARAMIE  )

On this 21st day of July, 1977, before me appeared
Francis Ferguson, to me personally known who, being by me
duly sworn, did say that he is the Managing Partner for
Westgate Development, and that said instrument was signed
on behalf of said joint venture and said Francis Ferguson
acknowledged said instrument to be the free act and deed
of said joint venture.

Given under my hand and notarial seal this 21st day

[Notary Public Signature]

BOOK 1098  1771
STATE OF WYOMING  
COUNTY OF LARAMIE  

TO THE PUBLIC:  

GRANTOR: Westgate Development  

AMENDMENT TO DECLARATION  
OF PROTECTIVE COVENANTS  

Pursuant to the Declaration of Protective Covenants  
filed by Westgate Development, recorded July 7, 1977, in  
Book 1098 at Page 623, Grantor amends the legal description  
to include the following lands:  

Lot 1, Block 4, Westgate Addition, a Subdivision  
in the City of Cheyenne, Laramie County, Wyoming.  

DATED this 29th day of September, 1977.  

WESTGATE DEVELOPMENT  

By:  

Francis Ferguson  
Managing Partner  

STATE OF WYOMING  
COUNTY OF LARAMIE  

On this 19th day of September, 1977, before me  
appeared Francis Ferguson, to be personally known who, being  
by me duly sworn, did say that he is the Managing Partner  
for Westgate Development, and that said instrument was  
signed on behalf of said joint venture and said Francis  
Ferguson acknowledged said instrument to be the free act and  
deed of said joint venture.  

Given under my hand and notarial seal this 24th day  
of September, 1977.  

[Signature]  
Notary Public  

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This declaration, made on the date hereinafter set forth by Westgate Development, hereinafter referred to as "Declarant" as an amendment to a certain declaration of covenants, conditions and restrictions, executed on April 18, 1977, and recorded on May 25, 1977, in Book 1096, Page 1472, Laramie County, Wyoming.

Said declaration as duly recorded is hereby amended and supplemented and any inconsistent provisions superseded or rescinded as follows:

ARTICLE I

Section 9. A "Condominium Unit" or a unit in a "Planned Unit Development" shall mean the lot or unit, its individual interests in the common elements, and all appurtenances. Any reference herein to a "Condominium" shall equally and identically apply to a "Planned Unit Development" as the terms are variously defined by federal housing agencies.

ARTICLE II

Section 1(c) is amended and restated as follows:

(c) The right of the Association to dedicate or transfer all or any part of the Common Area 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 seventy-five percent (75%) or each class of members agreeing to such dedication or transfer has been recorded;

ARTICLE IV

SECTION 9

First Lien Holders' Rights

A. Notices of action. A holder or insurer of a first mortgage, upon written request to the association, (such request to state the name and address of such holder or insurer and the condominium number), will be entitled to timely written notice of:

1. Any proposed amendment of the condominium instruments effecting a change in (1) the boundaries of any condominium, (2) the undivided interest in the common elements appertaining to any condominium or the liability for common expenses appertaining thereto, (3) the number of votes in the owners association appertaining to any condominium or the common elements are restricted;

2. Any proposed termination of the condominium regime;

3. Any condemnation or eminent domain proceeding affecting the condominium regime or any portion thereof;

4. Any significant damage or destruction to the common elements; and
5. Any default under the declaration or by-laws which gives rise to a cause of action against the owner of a condominium subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days;

6. Any loss to or taking of the common elements of the condominium project if such loss or taking exceeds ten thousand dollars ($10,000.00) or damage to a condominium covered by requesting owner or insurer wherein the damage exceeds one thousand dollars ($1,000.00).

B. Inspection of Association Books and Records. The holder or insurer of the first mortgage on a condominium shall be entitled, upon request, to: (a) inspect the books and records of the owners association during normal business hours and (b) require the preparation of and, if preparation is required, receive an annual audited financial statement of the owners association for the immediately preceding fiscal year, except that such statement need not be furnished earlier than 90 days following the end of such fiscal year. All condominium owners shall likewise have reasonable access to inspect the books, records and financial statements of the owners association, including annual audited financial statements when such are prepared.

C. Any holder or insurer of a first mortgage who obtains title to a condominium pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure will be exempt from any "right of first refusal" contained in the condominium constituent documents.

D. Any holder or insurer of a first mortgage who obtains title to the Condominium pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

E. Unless at least seventy-five percent (75%) of the holders or insurers of first mortgages (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominiums have given their prior written approval, the condominium home owners association shall not be entitled to:

1. by act or omission, seek to abandon or terminate the condominium project;

2. change the pro rata interest or obligations of any individual condominium for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium in the common elements;

3. partition or subdivide any condominium;

4. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
5. Use hazard insurance proceeds for losses to any condominium property (whether to condominiums or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

F. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

G. All taxes, assessments and charges which may become liens prior to the first mortgage under Wyoming law shall relate only to the individual condominiums and not to the condominium project as a whole.

H. No condominium owner, or any other party shall have priority over any rights of holders or insurers of first mortgage of condominiums pursuant to their mortgage in the case of distribution to a condominium owner of insurance proceeds or condemnation awards for losses to or a taking of condominiums and/or common elements.

I. All amenities (such as parking, recreation and service areas) are a part of the condominium project and are covered by the mortgage at least to the same extent as are the common elements.

ARTICLE VII

Section 4 is rescinded and deleted.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27th day of 1977.

WESTGATE DEVELOPMENT
Declarant
By:

Managing Partner

STATE OF WYOMING )
COUNTY OF LARAMIE ) SS:

The foregoing instrument was acknowledged before me this 27th day of October, 1977, by Francis Ferguson as Managing Partner of Westgate Development (a Wyoming partnership).

Witness my hand and official seal.

[Notary Public]

[Notary Public commission expires: 16/18/1980]

BOOK 1103 1745
AMENDMENT OF DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS TO CHANGE
MEMBERSHIP OF THE ARCHITECTURAL
CONTROL COMMITTEE

A Declaration of Protective Covenants, as recorded in
Book 1096, Page 1472 et sig in the records of the County
Clerk, Laramie County, Wyoming, covering the herein des-
cribed property is amended as follows:

Lots 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18,
19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42 and
43, Block 1; all of Block 2; all of Block 3,
Westgate Addition, a subdivision in the City of
Cheyenne, Laramie County, Wyoming.

Francis Ferguson, following the resignation of Jordan
C. Holland, hereby designates Sidney Strand as successor
member of the Architectural Control Committee pursuant to
the provisions of Section 13 of the Declaration.

Dated this 14th day of July, 1978.

WESTGATE ADDITION

BY:

Francis Ferguson

STATE OF WYOMING ) ) ss:
COUNTY OF LARAMIE )

Subscribed and sworn to before me by Francis Ferguson
this 14th day of July, 1978.

Notary Public

Commission Expires: September 3, 1980
AMENDMENT OF PROTECTIVE COVENANTS

The undersigned, Declarant therein, hereby amends and supplements a certain Declaration of Protective Covenants, as filed herein in Book 1098, Page 623, as follows:

AMENDMENT I

Section I (3) is supplemented by adding a further subsection (D) as follows:

"No structure covered by the provisions of this Section shall exceed 2 1/2 stories in height. No dwelling unit shall be permitted to be constructed in which the finished floor area of such unit, exclusive of halls, shall be less than 875 square feet."

AMENDMENT II

The following described lands are added to and shall be subject to the Declaration of Protective Covenants and the additional provisions as further Declarations of Protective Covenants as stated herein:

Lots 8 - 23 of Block 1;
Lots 1 - 8 of Block 2; and
Lots 1 - 5 of Block 3;

Westgate Addition, a subdivision in the City of Cheyenne, Laramie County, Wyoming.

Single-Family Residential Use

1. Lands as described in this Amendment and as included hereby under the Amendment of Protective Covenants shall be used as single-family dwelling lots and for no other purpose.

   (A) Only one family dwelling individually owned and used for residential purposes shall be erected, altered, placed or permitted to remain on each lot. Construction or use of any dwelling for rental purposes is specifically prohibited.

   (B) No structure as so authorized for construction on these single-family residential lots shall exceed 2 1/2 stories in height.

   (C) All construction shall be new with not less than 25% brick or similar masonry as external facing for the first story or to the roof line as computed for the total external area exclusive of windows, eaves or porches. In computing the total brick area, brick facing on fireplace chases may be added to the 25% brick requirement only to the height of the highest brick ledge on the house adjacent thereto.
(D) No structures shall be moved on to the site from another location and all structures shall be constructed in place under the terms and provisions hereof and subject to approval in any event by the Architectural Control Committee.

(E) No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. Front yard fencing is specifically prohibited. There shall be constructed on each residence a six foot cedar fence for back yard fencing to match the perimeter fence currently installed.

(F) The minimum area for any dwelling of any kind as permitted to be constructed on any lot subject to this single-family residences section of the Covenants shall have a finished floor area of the main structure, exclusive of porches and garages, of not less than 1,600 square feet. All residences constructed under this Section shall have shake roofs or roofs of comparable material in appearance and characteristics.

(G) Minimum building setback line provided by City Ordinance shall constitute the minimum setback line requirements for construction on these lots. Any variance from City Ordinance whether or not approved by an appropriate City authority shall, in addition, require the written approval of the Architectural Control Committee before such variance shall be acceptable for use for construction.

(H) All construction shall be subject to the written approval of the Architectural Control Committee.

(I) The minimum sale price for each residence, including lot, constructed on the lots subject to this Section shall be of a value not less than $85,000.00.

2. This section shall be subject to all the enforcement terms and other provisions as provided in the Declarations to which these provisions are supplementary.

Dated this 24th day of August, 1978.

Francis Ferguson

STATE OF WYOMING } ss.
COUNTY OF LARAMIE }

The foregoing instrument was acknowledged before me this 24th day of August, 1978, by Francis Ferguson as Managing Partner of Westgate Development (a Wyoming partnership).

Witness my hand and official seal.

Note: The date of the Notary Public's commission is 1991.
AMENDMENT TO DECLARATION OF Covenants, Conditions, and Restrictions

A certain Declaration of Covenants, Conditions and Restrictions, as recorded on May 26, 1977, in Book 1096, Page 1472, with amendment thereto recorded on December 7, 1977 and recorded in Book 1103, Pages 1743-1745 is hereby further amended and supplemented with reference to the following described lots subject only to approval of confirmation with reference to those of said lots which may have been conveyed by declarant herein:

Lots 1, 5, 7, 8, 9, and 10, Block 3; Lots 12, 13, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, and 43, Block 1; Westgate Addition, a subdivision in the City of Cheyenne, Laramie County, Wyoming.

Non-Occupancy by Person Under Fifteen Years of Age:

Section 1. It is a further condition of this Declaration and subject to all the general provisions thereof, that no property shall be regularly occupied by a family with a child or children under the age of fifteen (15) years.

Section 2. Violation of this condition shall afford the Association or any Owner, the right to prohibit or restrict the use or occupancy of the common area by such minor under the age of fifteen (15) and the immediate members of his family.

Section 3. This condition may be amended or rescinded by a majority vote upon thirty (30) days' written notice that such vote will be held at a regularly designated place with the meeting to be conducted in accordance with the Bylaws of the Association.

DATED this __ day of __, 1978.

WESTGATE ASSOCIATION
Declarant

By:

Managing Partner

STATE OF WYOMING

COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me this __ day of __, 1978, by Francis Ferguson.

Notary Public

Commission Expires: ____________

BOOK 1120

1996
WESTGATE ASSOCIATION INC.

AMENDMENT TO

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
October 2000

THIS DECLARATION is made by WESTGATE ASSOCIATION INC.,
hereafter referred to as "Declarant or Association."

THIS DECLARATION rescinds, and replaces all previous Declarations of
Covenants, Conditions and Restrictions, including those originally executed on April
18, 1977 and recorded on May 26, 1977, in Book 1096, Page 1472, Laramie County,
Wyoming and all amendments to those Declaration of Covenants, Conditions and
Restrictions.

THIS AMENDMENT does not include, amend, or rescind Appendix A to the
original Declaration of Covenants, Conditions and Restrictions, the original Declaration
of Covenants, Protective Covenants, or the By-laws.

DECLARANT is the owner of certain property in the City of Cheyenne, County
of Laramie, State of Wyoming, which is more particularly described and attached to the
original declarations as Appendix A.

THE 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

Association shall mean and refer to Westgate Association Inc, its successors and
assigns.

Board shall mean and refer to the board of directors of Westgate Association
Inc.
Common Area shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot is described in Appendix A to the original Declaration of Covenants, Condition and Restrictions.

Declarant shall mean and refer to Westgate Association Inc.

Directors shall mean and refer to the board of directors of Westgate Association Inc.

Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

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 sellers, but excluding those having such interests merely as security for the performance of an obligation.

Properties shall mean and refer to that certain real property hereinbefore described, and such additions as may be brought within the jurisdiction of the association.

Single family unit shall mean and refer to a self-standing single family residence, the lot upon which the residence is situated being owned by the title holder.

Townhouse unit shall mean and refer to condominium, multi-family, or apartment units existing in the properties. The lot area directly beneath the structure shall be owned by the title holder unless otherwise specifically designated by the Plat as a common area facility by the residents and association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be applicable to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area;

b. The right of the association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment
against the owner's lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c. The right of the association to dedicate or transfer all or any part of the common area 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;

d. Easements and rights of access for utility lines as shown on the plat of Westgate Association Inc.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the exclusive use of the two automobile parking spaces available just in front of the garage door in each lot's driveway. General parking spaces, which are owned by the association, are available for the use of visitors. Regular and or prolonged use (more than 72 hours) of general parking spaces by an owner of a lot is prohibited.

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 applicable to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Each owner, with the exception of the declarant, 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.

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ARTICLE IV

ASSESSMENTS

A. Provisions Applicable to Both Single Family and Townhouse Units.

Section 1. Creation of the Lien and Personal Obligation of Assessments

The titled owner of each lot owned within the properties, whether or not it is so expressed in the deed to the properties, agrees to pay to the association:

a. Annual assessments or charges, and

b. Special assessments for capital improvements, such assessments to be established and collected as follows:

The annual and special assessments, together with interest, costs, and reasonable attorney’s 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 the owner’s 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 recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the townhouse units situated upon the properties.

Section 3. Special Assessments for Capital Improvements. In addition to the annual 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 upon the common area or townhouses, including fixtures related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting called for this purpose.

Section 4. Notice and Quorum for any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 30 days nor more than 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
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 for at least sixty days following the preceding meeting.

**Section 5. Uniform Rate of Assessment.** There shall be one uniform rate of assessment for all lots. Townhouse units shall have an additional uniform rate of assessment for lawn care, snow removal, and exterior maintenance. Both annual and special assessments shall be fixed at a uniform rate and may be collected on a monthly basis. Any special assessments for townhouse lawn care, snow removal, or maintenance shall exclude single family units.

**Section 6. Townhouse Roofs.** In addition to the uniform rate of assessment, the association shall establish and collect from each townhouse unit a uniform rate of assessment for roof repair/replacement. That roof assessment shall be held in a roof fund for that townhouse until such time as repair/replacement of the existing roof becomes necessary. Any interest accruing to the roof fund shall be evenly credited to individual roof accounts at least annually.

a. Payment for any repair/replacement of a townhouse roof shall be made first from any insurance proceeds, second from that townhouse's roof fund, and any remaining cost from the current townhouse owner.

b. The townhouse roof fund belongs to the townhouse itself, and shall not accrue to any current or previous owner. The uniform rate collected for the townhouse roof fund shall continue even when the roof is not in imminent need of repair/replacement, thus accumulating for the next roofing need, regardless of owner.

c. Any insurance proceeds in excess of the repair/replacement shall accrue to the current townhouse owner or to the payer of the insurance premium.

d. Purchasers of a townhouse assume use of the townhouse roof fund and any roof liability.

**Section 7. Date of Commencement of Annual Assessments Due Dates.** The board of directors 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. 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.
Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. For late payments, a late fee may be assessed the owner by the association as defined in the association’s published rules. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability or the assessments provided herein by non-use of the common area or abandonment of the owner’s lot.

Section 9. Maximum Annual Assessment.

a. The annual assessment may be increased each year not more than 3% above the assessment for the previous year without a vote of the membership.

b. The maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of members who are voting in person or by proxy, at a meeting duly called for this purpose or at the annual meeting of the association.

c. The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment 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 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 thereafter becoming due or from the lien thereof.

B. Provisions Applicable to Townhouse Units.

Section 1. Exterior Maintenance Inclusions. In addition to maintenance upon the common area, the association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: paint, repair, replace, and care for gutters, downspouts, exterior building surfaces, shed doors, exterior window and door trim, interior fences constructed as part of the original development, trees, shrubs, grass, concrete, and exterior improvements made by the owner, past or current, which were made with the approval of the association’s board of directors. Improvements existing on the effective date of these covenants are included unless specifically excluded in the previous covenants, or subsequently in these covenants, regardless of prior board approval.

Section 2. Maintenance Exclusions. Exterior Maintenance exclusions include but are not limited to the following: all glass including glass-like surfaces, window and
door casings, brick and other non-concrete/wood ground surfaces, doors except shed doors, wrought iron, landscaping ties not part of the original construction, and interior fences constructed by any owner after January 1, 2000. From the effective date of these covenants, exterior maintenance also excludes all improvements made by the owner, past or current, which were not approved by the association’s board of directors. The association shall maintain a file of all board approved improvements, and that file shall be made available to members of the association. It shall be the owner’s responsibility to prove approval of improvements by the association’s board of directors.

Section 3. Co-Payments. A co-payment for the cost of exterior maintenance, for items included under exterior maintenance, may be levied by the association only when there is a disagreement by the owner and the association regarding the need for the repair or replacement and then only by a two-thirds vote by the association’s board of directors, approving both the need for and the amount of the co-payment.

Section 4. Exterior Maintenance Grievance Process. In the event that there is a disagreement between the association and the owner regarding the need for exterior maintenance, the requirement for a co-payment, the amount of the co-payment, or whether the repair/replacement is a covered improvement, the owner may request a hearing before the association’s board of directors. Such request shall be submitted in writing to the association’s board of directors. Upon receipt of such a request, the board shall schedule a hearing within thirty (30) calendar days of the date of the written request and give written notice to the owner as to the date and place of such hearing. The owner and the association shall each be permitted to make written or oral presentations, or both, to the board. The decision shall be made by a two-thirds vote of the association’s board of directors.

Section 5. Arbitrator’s Hearing. If the owner wishes to contest the board’s decision, the owner shall make a written request to the association’s board of directors for an arbitrator’s hearing. The request shall contain the name and address of one arbitrator chosen by the owner. The board shall select one arbitrator and a third arbitrator shall be selected by the two arbitrators so chosen. The arbitrators shall meet within thirty (30) calendar days of the date of the written request. Each party shall have the opportunity to be heard in person, or by written submissions, or by both. The decision of the arbitrators shall be final.

Section 6. Negligent Act of Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, the owner’s family, or guests, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.
Section 7. Rights of Access. Rights of access are hereby reserved to and granted the association for such exterior maintenance as is provided in Article IV, B., Section 1 above.

C. Provisions Applicable to Single Family Units.

Section 1. Annually, the association may, but is not obligated to, quote a monthly charge for the owners of single family residences for snow removal and lawn care. The owners may elect not later than March 15 of each year, having been given the quoted rate, to subscribe to the service which shall cover the term of April 15 of that year through April 14 of the following year.

Section 2. The directors of the association may, but shall not be obligated to, determine and provide external maintenance for single family residences at a quoted basis, which basis may be subject to change from time to time at the sole discretion of the directors of the association.

ARTICLE V

INSURANCE - COMMON AREAS AND TOWNHOUSE UNITS

Section 1. Insurance Coverage.

a. The board of directors, on behalf of the association, shall at all times keep all buildings owned by the association and each townhouse insured against loss or damage with an insurance company authorized to do business in Wyoming. Such insurance shall be in an amount as near as practicable to the full replacement costs without deduction for depreciation.

b. The board of directors, on behalf of the association shall also effect and maintain at all times comprehensive general liability insurance, covering all owners with respect to the association and naming the owner as additional insured, in an insurance company authorized to do business in Wyoming. Such liability insurance shall provide minimum limits of not less than $1,000,000 for injury to one person and $2,000,000 for injury to more than one person in any one accident or occurrence and $500,000 for property damage, and from time to time upon receipt thereof deposit promptly with the owner current certificates of such insurance without prejudice to the right of any owners to maintain additional liability insurance.

Section 2. Replacement. In every case of such casualty, loss, or damage all insurance proceeds shall be used by the association as soon as reasonably possible to rebuild, repair, or otherwise reinstate the same building(s) in as good and substantial
manner according to the original plan and elevation, or such modified plans conforming to laws and ordinances then in effect.

a. The association, at its common expense, shall pay the premium and all deductible costs for common areas and shall make up any deficiency in insurance proceeds for items included in Article IV, B., Section 1, Exterior Maintenance Inclusions.

b. Each Townhouse owner shall stipulate annually the dollar amount of insurance coverage for the townhouse and shall be responsible for payment of the annual insurance premium for the townhouse. The association may require a minimum insurance coverage per townhouse.


(1) Co-payment may be levied by the association only when there is a disagreement by the owner and the association regarding the repair/replacement and then in accordance with Article IV., B., Provisions Applicable to Townhouse Units.

(2) Insurance payments for roofs shall be subject to the terms specified in Article IV, A., Section 6, a., and c., Townhouse Roofs.

(3) Insufficient insurance payments for items excluded under Article IV., B., Section 2, Maintenance Exclusions, shall require payment for repairs to be made first from the insurance proceeds and any remaining costs to be paid by the owner.

(4) Each event or insurance claim shall include a deductible which shall be paid as follows: A single unit event or claim shall require the deductible to be paid by the owner. A multiple unit event shall require the deductible to be shared by the owners of the units involved.

**Section 3. General Insurance Provisions.** Every insurance policy shall:

a. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counter-claim, apportionment, proration or contribution by reason of any other insurance obtained by or for any owner;

b. Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the board, or because of any breach of warranty or condition or any other act or neglect by the board of any owner or any other persons under either of them;
c. Provide that such policy may not be cancelled (whether or not requested by the board) except by the insurer giving at least 30 days’ prior written notice thereof to the board, lessor and every other person in interest who shall have requested such notice of the insurer;

d. Contain a waiver by the insurer of any right of subrogation to any right of the board, lessor or owners against any of them or any other persons under them; and

e. Contain a standard mortgage clause which shall:

(1) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any townhouse or townhouse lease of the project in their respective order and preference, whether or not named therein;

(2) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the board, trustee, lessee or owners or any persons under any of them;

(3) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and

(4) Provide that, without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the board.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the 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.

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 the wall may restore it, and if the other owners thereafter make use of the wall they shall contribute to the cost
of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Not withstanding 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

ARCHITECTURAL CONTROL

Section 1. Required Approval. 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 be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to the board of directors of the association and approved in writing. The board of directors shall base action on the request on the harmony of external design and location in relation to surrounding structures and topography and compliance with the association's existing Declaration of Covenants, Protective Covenants. The board of directors may designate action on such requests to an architectural committee composed of three (3) or more representatives appointed by the board.

Section 2. Failure to Act. 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.

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ARTICLE VIII

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.

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Section 4. Annexation. It is intended that the opportunity to include areas within this declaration presently extends to the entire Westgate Development, even though that development may be constructed in stages. In addition to such total area subject to this declaration or participation herein, additional residential property and common area may be annexed to the properties only with the consent of two-thirds (2/3) of the members.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 16th day of October, 2000.

WESTGATE ASSOCIATION INC.
Declarant
By

Noel R. Griffith Jr.
President, Westgate Association Inc.

STATE OF WYOMING
COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me this 16th day of October 2000, by Noel R. Griffith Jr., President, Westgate Association Inc.

Witness my hand and official seal.

MY COMMISSION EXPIRES: 1/19/2004
Consent and Adoption
Declaration of Covenants, Conditions and Restrictions
October 2000

We the undersigned, being grantees of one or more of the lots described in the original Declaration of Covenants, Conditions and Restrictions, Appendix A, hereby consent to and adopt the amendment to replace the original Declaration of Covenants, Conditions and Restrictions and all subsequent amendments to that document and replace those covenants and amendments with the year 2000 amendment.

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<td>NAME AND ADDRESS</td>
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