EASTGATE ASSOCIATION, INC.
SECOND AMENDED
DECLARATION OF COVENANTS, '97 NOV 19 AN 11 11
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
EASTGATE ASSOCIATION, INC., a corporation,

WITNESSETH:

THAT WHEREAS, Corporation is the owner of the below specifically
described real property (the "Properties") in the City of Casper,
Natrona County, State of Wyoming, included within Eastgate, an
Addition thereto and which is more particularly described as;

Lots 1 through 24 of Block 14 of Eastgate, an addition to the
City of Casper, Natrona County, State of Wyoming, and the common
area appurtenant thereto as shown on the plat and dedication
thereof ("plat") recorded in the office of the County Clerk of

NOW THEREFORE, Corporation hereby makes, publishes and declares
that all of the specific properties described above shall be held,
sold and conveyed subject to the following easements, restrictions,
covenants, and conditions, which are for the purposes of ensuring
that use and development of the properties for exclusive single-
family townhouse residential purposes only and protecting the value
attractiveness and desirability of, and which shall run with the
Properties and shall be binding on all parties having any right,
title or interest in the 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 Eastgate
Association, Inc., a non-profit Wyoming corporation, 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 numbered Lot which is a part of the Properties, or the contract
Buyer from such Owner, but excluding those having only security
interests therein.

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

Section 4: "Common Area" refers to all real property owned by
the Association for the common use and enjoyment of the owners and
appears on the recorded plat of the Properties as all of the land
therein other than the numbered Lots and the dedicated public ways
shown on the plat and that which is under any building or lot.

Section 5: "Lot" shall mean and refer to any numbered tract of
land shown upon any recorded plat of the Properties, the
constructed patio and the driveway easement thereto. Any driveway
shall be considered part of the lot.

ARTICLE II
PROPERTY RIGHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall
have a private driveway easement, as constructed, over and across
the Common Area to such Owner's Lot and on the front and back sides
of each Lot for the purpose of landscaping, and, further, each
Owner shall have a right and easement of enjoyment in and to the
Common Area (other than in the area covered by the private
easements hereinabove mentioned) 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 by its Board of Directors to
charge reasonable fees for the use and maintenance of the Common
Area and for the use of the storage area shown on the plat;

(b) the right of the Association to suspend the voting rights
of, and right to use the Common Area by, an Owner for any period
during which any assessment against such Owner's Lot remains
unpaid, and for a period of not to exceed 60 days for any
infraction of the Association's published rules and regulations;

(c) the right of the Association to dedicate or transfer all
of 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 of the Association. No such dedication
or transfer shall be effective unless a resolution approving the
same shall have been adopted by two-thirds (2/3) of the members who
cast votes in person or by proxy at a meeting duly called for such purpose.

ARTICLE III
ASSOCIATION 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 shall not be separated from ownership of any lot which is subject to assessment.

All Owners shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as the Owners of the Lot may determine, but in no event shall more than one vote be cast for any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot and any such Owner’s heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to purchase the same, whether or not it shall be so expressed in such deed contract, shall be 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 Lot and shall be continuing lien upon the Lot 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 the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner’s successors in title unless expressly assumed by them, but the lien thereon shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

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 Common Area, and of the exterior of the residential units situated upon the Lots.

Section 3: Maximum Annual Assessment

(a) The maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above 10% by a vote of two-thirds of the members voting in person or by proxy at a meeting duly called for such purpose.

(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4: 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 the members voting in person or by proxy at a meeting duly called for such purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for purpose of taking any action authorized under Section 1 (a) of Article II, or Sections 3 or 4 of this Article, shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty six and two-thirds (66-2/3) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and
special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis as may be determined by the Board of Directors of the Association.

Section 7: Annual Assessments. 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 (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided thereafter shall not preclude the Board from thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date, which shall be established by the Board of Directors. The Association shall, upon request of the Owner or person authorized by the Owner, 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. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owner’s abandonment of the Lot.

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sold from liability for any
assessments on such Lot thereafter becoming due or relieve the Lot
from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement 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, and compliance with the restrictive covenants herein
contained, by the Board of Directors of the Association. The Board,
must approve or disapprove such design and location within thirty
(30) days after said plans and specifications have been submitted
to it.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1: General Use Restrictions - Lots. Each numbered
Lot shall be used exclusively for attached single-family townhouse
residential purposes, except the storage unit shown on the plat,
in accordance with plans and specifications thereof and approved
in accordance with Article V hereof.

Section 2: General Use Restrictions - Common Areas. The
Common Area described in Section 4 of Article I hereof, except that
part thereof shown on the plat as a storage area, shall be
developed and improved as a greenbelt area for the exclusive use
and enjoyment of the members of the Association. The storage area
shall be rented to the Owners at a rate to be set by the Property
Manager of the Association. Provided however, that all Owners who
currently have spaces in the RV lot shall have vested rights to
continue using their RV lot without the payment of rent. The
rights of current Owners who have spaces in the RV lot shall not
be transferrable to subsequent Owners of their lot(s).

The Property Manager shall rent the available storage areas to
the Owners in the priority that the Owners notify the Property
Manager.
Manager of their intentions to rent. If there remains storage areas that are not rented by the Owners, the Property Manager shall in his sole discretion have the right to rent the remaining storage areas to members of the public at a rate to be fixed by him. The Property Manager shall notify the Owners when Storage areas become available for rent, and the Owners shall have priority in renting said storage areas over members of the public.

Section 3: Prohibited activities:
(a) Except that any townhouse constructed on any Lot may be leased by the Owner thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, or religious undertaking or activity, whether or not conducted for profit, shall be operated, maintained, or conducted on any Lot or in any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any townhouse, or any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any townhouse, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the Properties, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted on the street-side of any Lot, and one entrance gate sign identifying the owner occupant of the Lot, of a style and design as approved in accordance with Article V hereof shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any Lot or Common Area.
(b) No vehicles, trailers or other means of land or water transport, conveyance or mobile housing, wheeled or otherwise or of any kind or nature, shall be parked in the public streets situate adjacent to the Properties, and the private driveways serving each Lot shall be used only for the parking of cars and one pickup truck-camper not larger than the now (as of the date hereof)
standard American manufactured car of three-quarter ton pickup truck-camper. All other vehicles, trailers, conveyances, means of transport or mobile housing and mobile or motive equipment of every kind or nature shall be stored in the storage area shown on the plat, or other storage facilities outside the Addition. No inoperable vehicles shall be kept upon the lot or in the driveway of an owner. All inoperable vehicles shall be kept in the parking lot area of the Association.

(c) No animals, livestock or poultry shall be raised, kept or bred on the Properties, except that the Owner of any Lot keep within the confines thereof (including the patio appurtenant thereto) not more than one dog or one cat, provided that such animals are not kept, bred or maintained for any commercial purpose.

(d) No noxious or offensive activity of any kind, including specifically activities productive of noise, odors, or other objectionable manifestations, as determined by the Board of Directors of the Association, shall be conducted or permitted on any of the Lots or Common Area nor shall anything be done which may be or become an annoyance or nuisance to those owning Lots.

(e) Other than the landscaping of the Common Area, and the planting thereof with grasses, shrubbery, trees and flowers, no major structures or buildings shall be placed, installed or constructed upon the Common Area by the Association.

(f) No exterior clothes lines shall be permitted on any Lot or easement appurtenant thereto, or in the Common Area, and no garments, rugs or other material shall be hung or suspended from any window of any townhouse structure or from the facade of any such structure, nor shall any rugs or other materials be dusted from any window of any townhouse structure nor shall any rug or like material be cleaned by beating the same on any exterior part of any such townhouse structure.

(g) No radio or television aerial or antenna shall be permitted on the exterior of any townhouse structure or upon any easement appurtenant to any Lot.

(h) The Board of Directors of the Association is specifically
empowered to enact or enforce such additional rules and regulations, by by-laws or otherwise, as may implement any of the above stated restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing and reasonably intended to further the purposes intended to be served by the foregoing specific restrictions.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior maintenance upon each townhouse structure which is subject to assessment hereunder, as follows: paint, repair, replace and care for exterior building surfaces, roofs, gutters, downspouts, driveways, walks, trees, shrubs, grass and other exterior improvements, but shall exclude all mechanical equipment. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Provided further that in the event that the need for maintenance or repair is caused by fire or similar hazard or catastrophe and should such fire, or similar hazard or catastrophe cause damage or defacement of the exterior of other neighboring units, the cost of such maintenance and repair both to the individual unit and other neighboring units shall be borne by the Association’s insurance policy, which policy is provided for in Article VIII hereof.

ARTICLE VIII

INSURANCE

Section 1: Association’s Insurance. The Association shall purchase a Blanket Insurance Policy for all structures and to include public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and to purchase such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Blanket Insurance Policy shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage insurance policy, and such other risks as are customarily
covered with respect to buildings similar to buildings on the
Properties, such as vandalism and malicious mischief. Such policy
shall cover each unit and any damage caused by reason of a fire or
other hazard to neighboring units. The minimum amount of such
insurance shall be an amount equal to the maximum insurable
replacement value of the unit. A certificate of insurance shall
be deposited with the mortgagees as required.

Section 2: Premiums. (a) Premiums upon insurance policies for
the Association shall be paid by the association as a common
expense. (b) Each unit owner to pay their proportionate share to
the Association based upon square footage of the unit, or billed
to the mortgagee, as the case may be.

Section 3: Personal Property Coverage. Owner Personal Property
(Contents) insurance coverage shall be the responsibility of each
unit owner. The Owner shall be fully responsible for adjusting any
claims arising under any such insurance coverage for any losses of
a damage to personal property, and the Association shall not have
any duties or responsibilities to connection with the adjustment
of any such claims relating to personal property loss or damage.

Section 4: The Association is hereby appointed to adjust all
claims for damage or loss to any unit arising under Blanket
Insurance Coverage purchased by the Association and to execute and
deliver releases upon the payment of claims.

ARTICLE IX

PARTY WALLS

Section 1: General Rules of Law to Apply. Each wall which is
built as a part of the original construction of any townhouses upon
any Lots and is placed on the dividing line between the Lots shall
constitute a party wall, and, to the extent not inconsistent with
the provisions of the Article, the general rules of law regarding
party walls and liability for damage thereto 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.

Section 3: Destruction by Fire or Other Casualty. If any party

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wall is destroyed or damaged by fire or other casualty, any Owner who using the wall as a party wall may restore it, and if the other Owner or Owners thereafter make use of the wall, such Owner or Owners shall share equally in the cost of restoration thereof without prejudice, however, to the right of any Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of the 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 repairing such exposure and the damages arising therefrom.

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 Lot owned by such other Owner 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, the dispute shall be arbitrated by the Board of Directors of the Association, and if any director be interested as a party to such dispute, the remaining Directors shall designate another person to act in his place, and the decision shall be by a majority of all the arbitrators and shall be binding upon the parties to the dispute.

ARTICLE X

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 instrument. Failure by the Association or 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 final judgment of any court shall in no way affect any other provisions hereof, which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date of this Declaration is recorded after which time they shall be automatically extended by an affirmative vote of its majority of Association members at the end of the first fifty (50) year period or at the end of any ten (10) year extended period. This instrument may be amended by an affirmative vote of two-thirds of Association members voting in accordance with Article III hereof.

Section 4: Common Area Not Public. The Common Area is not a public area, but is strictly for the use of Association members, as a greenbelt for the exclusive enjoyment of such members, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entity or entities except those charged with the maintenance and repair of any utility services, or storm sewers, or easements for such service facilities or storm sewers as may be located in the Properties and shown on the plat thereof, and then only for the purpose of maintaining and repairing the same.

IN WITNESS WHEREOF, the undersigned, have heretounto set their hands and seals this 16th day of November, 1997.

EASTGATE ASSOCIATION, INC.

By: Board of Directors

[Signatures]

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CERTIFICATE OF SECOND AMENDMENT TO DECLARATION
OF COVENANTS

On September 15, 1997, the annual meeting of the members was held and pursuant to Wyoming Statute 517-19-1003. All members were given proper notice of said meeting. A sufficient number of members entitled to cast or of proxies entitled to cast to constitute two-thirds of the membership and therefore a quorum were present. The Board of Directors were given the authority by a unanimous vote of the members at the meeting to Amend Article VI Section 2 as reflected herein. The membership and the Board of Directors of Eastgate Association having approved these Second Amended Declaration of Covenants.

IN WITNESS WHEREOF, for the purpose of Amending the Declaration of Covenants under the laws of the State of Wyoming, the undersigned Directors of this Association, have executed these Amended Declaration of Covenants this 15th day of November, 1997.

Robert E. Wright
Director

David K. Blowers
Director

Ann B. Jordan
Director

Linda M. Schumaker
Director

Patricia Krider
Director

Dorothy M. Painter
Director

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ARTICLE I

The lots to which Article I shall apply are all the lots described in Articles II and III.

1.1 Buildings may be erected, structurally altered or moved, however, all buildings shall be used only for that purpose permitted as described in the Article in which such buildings are located. Buildings shall not be erected or structurally altered.

1.2 Buildings shall not be erected or structurally altered to exceed the height or bulk limit herein established for the land on which the lots herein enumerated are located.
Restrictions indicating a preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3600(c).

1.7 Sewage Disposal - No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of the committee as outlined in Article IV.

1.8 Safety Distance at Intersections - No fence, wall, hedge, or shrub planting which obstructs sight lines at intersections shall be placed or permitted to remain on any corner lot or on any line connecting the intersection of the street lines, or in the case of a rounded property line, within 15 feet of the intersection of the street lines and 15 feet connecting the property lines.

1.9 Water Supply - No individual well water supply system shall be permitted on any lot within 15 feet of the intersection of the street lines.

1.10 Yard Lines - No yard line shall be reduced on any lot except as herein provided.

1.11 Lot Area - The area of the lot shall not be reduced or diminished in any manner except in conformity with the regulations herein established.

1.12 Yard Line - The yard line shall not be so reduced or diminished in any manner except as herein provided.

1.13 Yard Line - No mobile homes or structure may be installed, erected, or moved on the land in which such building is located.

1.14 Yard Line - No mobile homes or structure may be installed, erected, or moved on the land in which such building is located.

1.15 Yard Line - The authority to determine the conformity of such proposed mobile home or structure before the building, altering, moving, or erecting is begun shall have been proved property, the committee, as provided in Article IV, shall have the authority to determine the conformity with the regulations herein established.

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8456
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 heights so as to create an obstruction of such sight lines.

1.9 Utility Easements - Ten foot underground easements for installation and maintenance of utilities and drainage facilities are reserved on the front, back and side lot and tract lines of each parcel.

1.10 Oil and Mine 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 any lot.

1.11 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 a sanitary container approved by the committee established in Article IV. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

1.12 Each property owner shall keep and maintain his or its premises in a good and sightly condition at all times, and will keep used cars, junk or other trashy substances off his premises, and if said premises become unsightly and if, upon thirty days' notice said owner does not correct such unsightly and objectionable conditions, then and in that event the committee hereinafter provided for in Article IV may enter upon such premises and cause such unsightly conditions to be cleaned or otherwise remedied, and all charges for such services shall immediately and forthwith become due and payable by the owner of such premises, and such charges shall become and constitute a lien upon such premises, which said lien may be evidenced by the filing of lien statements in the office of the County Clerk of Natrona County, Wyoming and may be foreclosed upon in the manner provided for by law for the
enforcement of mechanic's or materialmen's liens.

1.13 None of the products of, or attendant to, manufacture or processing methods shall cause a sensory inconvenience to become apparent to the general public, or be of a lasting duration.

1.14 No owner of property within the area shall construct or permit the construction of any building or other improvements thereon, including fences, except in strict conformity to a building and plot plan showing the design, character, nature and location of any such building or improvements, which said plan or plans shall first have been submitted to and approved in writing by the Committee provided for in Article IV. Similarly, no exterior remodeling, alteration or enlarging of any existing building or improvement shall be permitted by any property owner unless a plan or plans showing the nature, character and extent of such remodeling, alteration or enlarging shall have first been approved in writing by said Committee.

1.15 No more than one building or mobile home shall be erected or placed on each lot except with the consent and approval of the Committee hereinafter provided for. No building shall be located less than twenty five feet from the front or twenty feet from the side lot line.

(1) On-street parking will not be permitted unless approved by the Committee. Each lot owner shall provide for a parking area on his or its property of sufficient size to permit parking therein of all automotive equipment owned and operated by the occupants of said property and his or its visitors.

(2) On-street parking will generally be permitted by the committee where the existing runways and taxiways are used for streets.
1.16 No hunting will be allowed on any lands within the Subdivision boundaries.

1.17 CDS, Inc. will be allowed to charge a reasonable fee for the following services when these services are provided:

   (1) Garbage collection and disposal.
   (2) Sewage collection and treatment.
   (3) Street maintenance, repair and replacement.
   (4) Fire protection.
   (5) Parks and recreation pond maintenance.

1.18 All residents of the lots described in Articles II, III, and IV will have the right to use the parks and recreation pond.

   (1) The recreation pond usage will generally be restricted to exclusively resident usage as follows:

       Fishing - 12 years of age and under and 70 years of age and older.

       Swimming and scuba diving.

       Canoeing.

       Ice Skating.

   (2) The pond waters may be used for golf course irrigation and other beneficial uses.

1.19 All power will be underground.

1.20 Each building will have an outdoor electric light or gas lamp.

1.21 No house trailer, exclusive of mobile homes, basement, tent, shack, garage, barn, or other out buildings erected on any building site shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

1.22 Yard fences may extend around the perimeter of any lot or building site provided that no front yard fences extending from the
front building line to the front lot or building site line shall exceed four feet (4') in height.

1.23 No animals, livestock, poultry of any kind shall be raised, bred or kept on any lots except dogs, cats and other household pets may be kept provided they are a part of a commercial enterprise such as a veterinary clinic or pet shop. (Exception Lot C-27 is to be maintained by court decree for horse stable area under the rules of that decree.)

1.24 These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until ten (10) years from and after the date of execution hereof, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then Owners of the lots or building sites, it is agreed to change said covenants in whole or part. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any of the lots or building sites mentioned herein to prosecute any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages for such violations. Invalidation in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE II

2.1 The lots to which Article II shall apply are described as follows: C-11, C-12, C-13, C-14, C-15, C-16.

2.2 No building or premises shall be used and no building
shall be erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:


(a) Rural business "I-L".

(b) Light industrial business "I-L".

(c) Essential public utility and public service installations and facilities for the protection and welfare of the surrounding area, and

(d) Accessory buildings.

2.4 Area Uses Permitted and Restrictions for Use

From Section 6 Natrona County Zoning Resolution

Rural Business "B-R"

Purpose:

The purpose of this District is to provide for basic retail and service operations in suburban and rural areas.

Permitted Uses: Motels, hotels, retail sales and services not associated with exterior storage of materials and not requiring a conditional use permit, research and laboratory facilities, repair and public garages, eating and drinking establishments, medical and veterinary services, communication studios and buildings, non-industrial public buildings and facilities.

Conditional Uses: Drive-in restaurants, commercial kennels, mobile home parks, auto and truck wash, advertising signs, broadcasting and reception towers over 45 feet in height, public and private garages and shops.

Lot Size Requirements:

Minimum Lot Size: 2 acres (without central public sewer and water) one-half acre (with central public sewer and water). Smaller lots may be allowed under provision of Section 5.11.

Minimum Lot Width: 200 feet (without central public sewer and water) 100 feet (with central public sewer and water).
Yard Requirements:

Front Yard Setback: 150 feet from the centerline or 50 feet from right-of-way line whichever is greater, of a state or federal highway; 25 feet from the right-of-way line of county or local street.

Side Yards: 20 feet from property line, state or federal highway, except corner lot same as front yard.

Rear Yard: 40 feet or 80 feet if abutting a residential district.

Building Height Limitations:

Three stories or 35 feet whichever is more.

2.4(b) Light Industrial - "I-L"

Purpose:

The purpose of this District is to provide for light manufacturing and storage facilities.

Permitted Uses: Manufacturing, the effects of which are not detectable at the property line, cafes, restaurants, communication towers, warehousing, repair and public garages and shops, retail and wholesale businesses with open storage areas, motor freight terminals, utility substations, above ground liquid storage under 2,000 gallons.

Conditional Uses: Residential structures or mobile homes necessary for safety or security reasons, guest or transient housing operated in conjunction with a principal use, advertising signs, junk yards, bulk liquid storage in excess of 2,000 gallons, motor fuel stations, drive-in establishments.

Lot Sizes: Same as B-R.

Yard Requirements: Same as B-R.

2.4(c) All construction shall be new and no building shall be moved from outside said Subdivision and placed on any lot therein, excepting modular homes approved by the Committee.

2.4(d) Underground utility easements for installation and maintenance of utilities and drainage facilities are reserved over the rear, side, and front ten feet of each lot. Within these easements, no structures, 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.

ARTICLE III

3.1 The lots to which Article III shall apply are described as follows: C-1 thru C-10, C-17 thru C-31.

3.2 No building or premises shall be used and no building shall be erected or structurally altered, unless otherwise provided herein, except for one or more of the following uses:

3.3 (a) All uses permitted in Article II.

(b) General industrial "I-G"

3.4 Area Uses Permitted and Restrictions to Use From Section G Natrona County Zoning Resolution

3.4 (a) General Industrial - "I-G"

Purpose:
The purpose of this District is to provide for manufacturing, storage and processing which may have objectional characteristics.

Permitted Uses: Manufacturing, the effects of which may or may not be detectable beyond the property lines; warehousing and wholesaling, poultry and livestock processing, mineral processing and refining, food processing, garages and shops, liquid storage under 2,000 gallons.

Conditional Uses: Explosive manufacture, processing and storage, bulk liquid storage, black top and ready-mix cement plants, cafes, restaurants and truck stops, junk yards.

Lot Size: Minimum Size - one acre with water and
ARTICLE IV

4.1 The within restrictions and the operation thereof shall be supervised and enforced by Committees of three persons; a committee for decisions affecting the entire lot groups for Article II and III. The Committee shall be composed as follows: One member shall be a principal of CDS, Inc. or their nominee as long as CDS, Inc. or their nominees owns lots in the area under consideration. The other members of the Committee, who shall be owners of land in the area, shall be elected by a majority of the owners in the area owning a majority of land therein, calculated on a square foot basis. Committee members shall be elected on Sept. 1 of each year and shall serve a term of one year from the date of their election or until their successors are elected and qualified. Vacancies on the Committee shall be filled by appointment made by said Committee. The Committee is authorized and empowered to review, approve or disapprove any buildings, site plan or other plan required to be submitted to it in accordance with the provisions of these restrictions. In reviewing any such plans, the Committee shall be mindful to insure that any building shall be in harmonious conformity in exterior design and location with existing structures within the area. In the event the Committee fails, over a period of thirty (30) days to approve or disapprove any plan submitted to it as required by the provisions of these restrictions, then and in that event the approval of the committee to any such plan shall be conclusively presumed and the within restrictions shall be deemed to have been fully complied with. Decisions of the Committee shall be reached by a majority vote of its members. The Committee herein provided for shall not be entitled to any compensation for services.
rendered hereunder. However, any fees for building inspection required by the Committee will be paid by builder or owner, not to exceed one hundred ($100.00) dollars. Any land owners or owners facing court action shall pay all costs of said action for the Committee or members as well as their own costs.

4.2 The Committee provided for above shall have the power to change, alter or amend any of the within restrictions, and upon effecting any such changes, alteration or amendment, the Committee shall promptly give notice thereof to all of the property owners in the area and file such changes in the County Court House. Any land owner in the area, failing to secure approval of his plans as submitted to the Committee, may on written request to the Committee, can at his sole expense request the Committee to submit his proposal to all the land owners for a vote. The Committee upon receipt of such request from a land owner shall within forty-five (45) days submit the request to the land owners of record in the district included. The owners of an aggregate of fifty-one percent of the land in the area in question calculated on a square foot basis as encompassed within either Article II or Article III can overrule the decision of the district committee, within thirty (30) days of receipt of notice. The Committee within thirty (30) days following the time for response shall advise the owners of record of the results of the submission.

4.3 Invalidation of any one of the provisions set forth above by judgment or court order shall not in any manner affect or impair the other provisions hereof.
IN WITNESS WHEREOF CDS, INC. has caused these building
restrictions to be executed by its president and the corporate seal
hereto affixed this 23rd day of December, 1976.

C.D.S. INC., a Corp.
attest:

[Signature]

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 23rd
day of December, 1976.

[Signature]
Notary Public

[Seal]