DECLARATION OF RESTRICTIVE COVENANTS

JOHN G. MILLER, the owner in fee simple of all of the land set forth hereinafter, to wit:

Lots 1-39, inclusive, Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming,

does hereby first vacate that Declaration of Restrictive Covenants filed October 5, 1979, in Instrument No. 274518, Records of Natrona County, County Clerk Office and does hereby make the following limitations, restrictions and uses to which the units included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners thereof, this Declaration of Restrictions being designed for the purpose of keeping and maintaining the use and development of the real property desirable, uniform and suitable in use and architectural design as herein specified all of which are consistent with the Declaration of Covenants Conditions and Restrictions filed March 9, 1979, in Instrument No. 257961, Records of Natrona County, County Clerks Office:

ARTICLE I
DEFINITION

Section 1. "Association" shall mean and refer to Devonshire Village, Inc., a nonprofit incorporated association provided for in Article II hereof of the Owners of Units within the above-described real property.

Section 2. "Owner" shall mean and refer to the owner or owners, collectively, of the record fee simple title to a unit of the Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming.

Section 3. "Unit" shall mean and refer to the tract or lot designated on the Plat of Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming, or any amendment thereof, as a unit and to all improvements on or appurtenant to such unit.
Section 4. "Common Area" shall mean all real property owned by, or to be conveyed to, the Association for the common use and enjoyment of the Members of the Association and shown as Lot 39 on the plat entitled "Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming," and filed by Number 257960 in the records of the County Clerk, County of Natrona, State of Wyoming. Said copy of which is by reference made a part hereto as though set forth in full. Each owner shall have rights to the Common Area equally, in the amount of 1/38th or 2.63 percent thereof, and be assessed accordingly for assessments applicable to the whole of the Common Area.

ARTICLE II

PURPOSE AND ORGANIZATION

Section 1. Purpose. Devonshire Village Townhouse Association hereinafter called "The Association", is a non-profit, incorporated association, organized for the purpose of enforcing the terms and conditions set forth in this Declaration of Restrictive Covenants and for the mutual benefit of the Owners of Units in the Devonshire Village Subdivision.

Section 2. Membership. Every record Owner of a Unit shall be a member of the Association with one membership per Unit.

Section 3. Voting & Quorum. Members shall be entitled to one vote for each Unit owned. A quorum for any meeting shall consist of twenty of the thirty eight votes so authorized, and a majority of votes cast shall be the act of the members. 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 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.

Class B. The Class B member shall be the Declarant and Declarant shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to
Class A Membership (i.e., one vote for each Lot owned) 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 January 1, 1988.

Section 4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors consisting of nine directors elected annually by the members.

Section 5. Officers. The Board of Directors shall elect a president, a vice president and a secretary-treasurer, who shall have such authority as may be provided from time to time by the Board of Directors and who shall serve at the pleasure of the Board. Officers shall be members of the Board of Directors.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the members, may be taken without a meeting if the consent is in writing, setting forth the action so taken, shall be signed by all of the members authorized to vote on the matter, or signed by all the Directors, as the case may be.

Section 7. Incorporation. The Association shall be incorporated under the laws of the State of Wyoming.

Section 8. By-Laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted, and may be altered, amended, or repealed any new By-Laws adopted according to the procedure set forth in Section 13 of said By-Laws.
ARTICLE III
USE RESTRICTIONS

Section 1. Compliance with Zoning. All residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose or religious undertaking.

Section 2. Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Section XIII.

Section 3. Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business office purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residences and development of the Property.

Section 4. Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the
Common Area or any Lot, except that one dog or one cat may be kept on any Lot; provided that: they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced backyards; and if taken outside of an Owner's backyard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for cleanup and removal from the Common Area and any Lot of such pet's excrement.

Section 5. Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety, or life of any person or which may unreasonably disturb the other owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided, however, that the prior approval of the Board or Architectural Review Committee as to the color, size, and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such sign on his Lot, the Board or Architectural Review Committee is providing "For Sale" and "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain upon the Common Area, the Side Yard Fences, or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee of the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this Section 5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.
Section 6. Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All Clotheslines shall be confined to fenced yards or patio areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

Section 7. Planting. Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the side yard fences, the common fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.

Section 8. Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or Patio Basement Area is appurtenant, and shall not in any manner be the responsibility of the Association except as is provided for under Article IV, Section 4, herein.

Section 9. Utilities within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems, or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

Section 10. Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed, or maintained upon any portion of the Residences,
side yard fences, common fences or Lots.

Section 11. Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 11, a 3/4 ton or smaller truck, commonly known as a "pickup truck" shall not be deemed to be a commercial vehicle or truck.

Section 12. Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, side yard fence, common fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. 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 derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 14. Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage, or other refuse from his Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.
Section 15. Automobile, Board & Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) or private roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial function. No vehicle not in current operating condition shall be parked on any Lot for a period of over 48 hours. No vehicle shall be parked on any Lot other than in a garage, driveway, or designated parking area.

Section 16. Exterior Lighting. Each Residence must provide a post light which may be either gas or electric located in front of the Residence at the portion thereof closest to the front street. If such post light is electric it must be actuated by a fully automatic photo-electric cell with no manual disconnect switch and have a lamp of minimum wattage of 60 watts.

Section 17. Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefore from the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

ARTICLE IV
ARCHITECTURAL AESTHETICS

Section 1. Architectural Controls. In order to maintain the
architectural aesthetics of the Property, no improvements, buildings, or other structures, and no fences (including side yard fences and common fences), walls, patios, planters, or similar items shall be moved, constructed, erected, altered, or removed; specifically including the altering of the exterior of any residence, remodeled, or maintained upon a lot, nor shall any exterior addition, change, or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color, and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Board or an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee if one then exists, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

Section 4. Standards for Approval. Approval shall be based, among other things, on: conformity and harmony of exterior design; colors and materials with neighboring structures; relation of proposed improvements to the natural topography, grade and trimmed ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 5. Development by Declarant. The provisions of Section 4 shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residence, side yard fences and common fences.

Section 6. Right to Maintain and Repair Exterior of Residence. In the event that the owner of any residence shall fail to keep
tain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board or the Architectural Review Committee, except as is provided for under Exterior Maintenance, above, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the same and the exterior of the Residence and any other improvements erected of said entities. The cost of such exterior maintenance shall thereupon be a default assessment determined and levied against the Lot on which such Residence is located and the Association may proceed in accordance with the applicable provisions of Section VIII, for collection thereof.

Section 5. Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Laws to Apply. Each wall or roof which is built as a part of the original construction and placed on the dividing line between Units 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 thereon.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall and roof as set out in Section 1 above shall be shared equally by the Owners who own the adjoining Units.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof as set out in Section 1 above is destroyed or damaged by fire or other casualty, the Owner of an adjoining Unit may restore it, and, the Owners of adjoining Units shall contribute equally to the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful act. Any Owner that causes the party wall or roof as is set out in Section 1 above to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and at the election of the Association the costs may be collected by the assessment of the costs along with interest and the costs of collection including attorney’s fees as a lien against the appropriate Lot and cause the collection thereof pursuant to Article VIII herein.

Section 4. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party may choose one arbitrator, and such arbitrators shall choose one arbitration and the dispute shall be arbitrated pursuant to the Wyoming Statutes governing arbitration.

ARTICLE VI
EXTERIOR MAINTENANCE

Section 1. 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, downpours, driveways, walks, trees, shrubs, grass and other exterior improvements including, but such exterior maintenance shall not include maintenance or replacement of glass surfaces, and 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, or any delegate defined in Article II hereof, 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 unit Owner's Homeowner's insurance policy, which policy is provided for in Article VIII hereof.

Section 2. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner of one of the Units, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to said Owner's obligation and subject to action by the Association and may become a part of the assessment to which such Unit is subject.

Section 3. The Board of Directors shall oversee an on-going maintenance program which shall incorporate those items of maintenance aforementioned.

ARTICLE VII

PROPERTY RIGHTS AND OWNERS' EASEMENT OF ENJOYMENT

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area (Lot No. 39) 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, in accordance with the Articles and these By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said property, and the rights of such mortgagee in said property shall
be subordinate to the rights of the Owner hereunder and to such covenants, conditions, restrictions, reservations, liens and charges as are provided in these covenants as are filed in the records of Natrona County.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

(c) The right of the Association, in accordance with its Articles and these By-Laws, to suspend the voting rights and the easement of enjoyment of any Owner for any period during which any assessment against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right of the Association to dedicate or transfer its easement to 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 agreeing to such dedication or transfer approved by two thirds (2/3) of each class of voting members of the Association has been recorded, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of any action taken. At any time prior to the initial sale of these thirty eight (38) lots, the approval of John G. Miller is necessary to implement the authority of this paragraph.

(e) The right of the Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and other utilities.

(f) The right of Declarant to grant an easement of ingress and egress to Paradise Valley Country Club for its members and employees to gain access to the Paradise Valley Country Club Golf Course.

Section 2. Delegation of Use. Any Owner may delegate, in accor-
dance with these 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.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by hereafter accepting a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and collection costs (including reasonable attorney’s fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection (including 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, and upon the Owner’s default in the payment of said lien in a timely manner the lien may be foreclosed, according to the law.

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 assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Units and for the improvement and maintenance of Units, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area (Lot 39), including, but not limited to: snow clearance, the payment of taxes and insurance, the repair, replacement and additions to the Common Area, the repair and maintenance of the Units, and for the cost of labor equipment, management and supervision thereof.
Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Fifty Dollars ($50.00) per month per Lot payable in advance.

(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, effective January 1 of each year, by not more than ten percent 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, effective January 1 of each year, above ten percent by a vote of two-thirds of the members of the Association, 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 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 Areas, including fixtures and personal property related thereto; and including exterior maintenance referred to in Article VI herein; provided that any such assessments shall have the assent of two-thirds of the members of the Association.

Section 5. Notice for Any Action Authorized Under Section 3 and written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

Section 6. 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.
Section 7. Date of Commencement of Annual Assessments; Due Dates.
The annual assessments provided for herein, shall for each lot, commence on the first day of the month following the closure or sale of the said lot. The first annual assessment shall be prorated according to the number of months remaining in the calendar year and shall be a charge and lien due and payable for the year of the assessment at the time of transfer of ownership. The Board of Directors shall fix the amount of the annual assessment against said 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 in writing, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. 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 twelve (12) percent per annum. The Association may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property along with interest and costs (including reasonable attorney's fees) of any such assessment. 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 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien for any first mortgage, or deed of trust. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit 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.

Notwithstanding the personal obligation of each Owner of a
Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid assessments, interest, late charges, costs, expenses, and attorney's fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses, and attorney's fees as shown upon any certificate issued by the Association to such named successor in interest.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use; and

(b) All Common Area as defined in Article I, Section 4, hereof, any provision of these By-Laws to the contrary notwithstanding (except the provisions of Sections 1 and 6 of this Article), no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE IX

INSURANCE

Section 1. Owner's Insurance. The Association shall purchase a Homeowner's insurance policy for each owner. The coverage of such 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

-17- 284137
an amount equal to the maximum insurable replacement value of the unit. The insurance policies and endorsements may be deposited with a mortgagee(s) as required, but in any event a certificate of insurance shall be deposited with the Board of Directors of the Association by the Owner.

Section 2. Association's Insurance. The Association shall purchase insurance to cover the following: (1) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association; (2) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3. Premiums. (A) Premiums on Homeowner's unit insurance policies shall be paid by the Owner. (B) Premiums upon insurance policies purchased for the Association shall be paid by the Association as a common expense, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

Section 4. Personal Property Coverage. If any Owner desires personal property (contents) insurance coverage in an amount additional to the amount provided therefore in the standard Homeowner's insurance policy, or personal property insurance of a character or type differing from the standard Homeowner's insurance policy, the Owner shall be fully responsible for arranging through the Association for such additional or different personal property insurance coverage. The Owner shall be fully responsible for adjusting any claims arising under any such insurance coverage for any losses of damage to personal property, and the Association shall not have any duties or responsibilities in connection with the adjustment of any such claims relating to personal property loss or damage.

Section 5. Association as Agent. The Association is hereby irrevocably appointed agent for each townhouse Owner to purchase Homeowner's insurance and to adjust all claims for damage or loss to any unit arising under Homeowner's insurance policies purchased by such townhouse Owner or the Association, and to execute and deliver releases upon the payment of claims.

Section 6. Fidelity Bonds. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the
part of officers, directors, trustees, and employees of the Association and all other persons responsible for the handling of funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) All such fidelity bonds shall name the Association as an obligee;

(b) Such fidelity bonds shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; and

(c) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of "employee" or similar expression.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by a proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this Declaration of Restrictive Covenants and if it or he shall prevail it or he shall be allowed reasonable attorney's fees by the Court. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications herein which can be given effect without the invalid provision or application.

Section 3. Amendment. The limitations, restrictions, and uses herein contained may be waived, abandoned or terminated, in whole or in part from time to time, as to any one or more of the Units by the written consent of the then Owners of not less than 75% of the Units, which written consent must be recorded in Natrona.
County, Wyoming, to be effective. PROVIDED, HOWEVER, that the
holder of any lien on the premises, including but not limited to
government agencies, state agencies, or lending institutions, that
have, either now or at any future time, money loaned on the secur-
ity of the property hereinabove described, shall have the veto
power over any such amendment while such mortgage or security in-
terest is in effect. No additional lands will be annexed.

IN WITNESS WHEREOF, John G. Miller has hereto set his hand
this 25th day of January, 1980.

John G. Miller

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by
John G. Miller, this 25th day of January, 1980.

WITNESS my hand and official seal.
My Commission Expires: April 9, 1983

[Signature]

LORI A. SHELTON - Notary Public

County of Natrona
State of Wyoming
My Commission Expires Apr. 9, 1983
EXHIBIT "D"

TO

BOARD OF COUNTY COMMISSIONERS - DEVONSHIRE VILLAGE

SUBDIVISION AGREEMENT

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by D. KIETH

SPENCER, ("Declarant"),

WITNESSETH:

THAT WHEREAS, Declarant is the owner of the below specifically described
real property (the "Properties") in Natrona County, State of Wyoming, included
within Paradise Valley, an Addition thereto and which is more particularly
described as:

Lots 1 through 39 of Block 1, Devonshire Village, an Addition to
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 Natrona County, Wyoming, in
Book ______ of Deeds at page ______.

NOW THEREFORE, Declarant 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 purpose of insuring 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 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Devonshire Village, 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 hereafter 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 numbered Lot 39 and the dedicated public ways shown on the plat. Lot 39 is intended to include all private streets, parking areas, open space and storage area. The Common Area to be owned by the Association at the time of the conveyance of the first lot and which shall be conveyed by the Declarant to the Association prior to the sale of the first lot, by contract or otherwise, is described as follows:

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.

Section 6. "Declarant" shall mean and refer to D. KIETH SPENCER, his successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' 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, any recreational facility situated upon the Common Area, and to establish fees and procedures for refuse collection.

(b) the right of the Association to suspend the voting rights of, and right to use the Common Area and any recreational facilities thereon 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 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 of the Association; Owners should refer to the plat to determine those dedications made in said plat. No such dedication or transfer shall be effective unless a resolution approving the same shall have been adopted by two-thirds (2/3) of each class of members who cast votes in person or by proxy at a meeting duly called for such purpose.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, invitees or guests, or any contract purchaser who resides on the property being purchased.
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.

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 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.

Class B. The Class B member shall be the Declarant and Declarant shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each Lot owned) 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 January 1, 1988.

In the event additional Lots and Common Area are annexed to the Properties, as below provided for, the Declarant shall be entitled to Class B membership with respect to each such Lot, subject to conversion to Class A membership in accordance with subparagraphs (a) and (b) above.

ARTICLE IV

COVENANT FOR MAINTENANCE
ASSESSMENTS

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 and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to pur chase 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 a 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 thereof 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 recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including street lights, street signs, mail boxes, but not necessarily limited thereto, and all recreational facilities therein, and of the exterior of the residential units situated upon the Lots.

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

(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 than six percent (6%) 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 ten percent (10%) by a vote of two-thirds of each class of 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 each class of 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 the 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 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 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 or such other basis as may be determined by the Board of Directors of the Association; provided, however, that the assessment for all lots (including those annexed to the Properties as below provided) owned by Declarant upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots.
Section 7. Date of Commencement of Annual Assessments: Due Dates.
The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area 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 (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 therefor 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 a 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 eight percent (8%) per annum. 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, or by an architectural committee composed of three (3) representatives appointed by the Board. The Board, or its designated committee, 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 for any storage unit, such townhouses and storage units to be constructed 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 is for the exclusive use and enjoyment of the members of the Association, subject to the provisions of Section 2 of Article I hereof. As between the members of the Association, each shall have a common and equal right to the use, benefit and enjoyment of the Common Area. The storage area shall be used, for the exclusive employment and benefit of the members of the Association, for the storage of vehicles, boats, trailers and similar conveyances and mobile equipment not permitted by the provisions of this Article to be parked on streets or private driveways on the Properties. Said use shall come on a first come, first serve basis or priority space allocation as determined by the Board. As between the members of the Association, the right to the use of such storage area shall be exercised in common, and the Board of Directors of the Association shall assess and collect a reasonable fee from the users thereof as rent for such storage space.

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 a 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 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 or 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 or 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.
(c) No animals, livestock or poultry shall be raised, kept or bred on the Properties, except that the Owner of any Lot may 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 and the construction or installation of recreational and related facilities, no major structures or buildings shall be placed, installed or constructed upon the Common Area by the Association. No employment of the Common Area, or any lands subsequently annexed hereto as a Common Area, shall be permitted which may be inconsistent with the use thereof as a greenbelt and private park and recreational area for the members of the Association and their delegates as above provided in Article II hereof.

(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 bylaws 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 reasonable 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 including, but such exterior maintenance shall not include maintenance or replacement of glass surfaces, and 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, or any delegate defined in Article II hereof, 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 unit Owner’s Homeowner’s insurance policy, which policy is provided for in Article VIII hereof.

ARTICLE VIII

INSURANCE

Section 1. Owner’s Insurance. The Association shall purchase a Homeowner’s insurance policy for each owner. The coverage of such 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. The insurance policies and endorsements may be deposited with a mortgagee(s) as required, but in any event a certificate of insurance shall be deposited with the Board of Directors of the Association by the Owner.

Section 2. Association’s Insurance. The Association shall purchase insurance to cover the following: (1) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association; (2) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 3. Premiums. (A) Premiums on Homeowner’s unit insurance policies shall be paid by the Owner. (b) Premiums upon insurance policies purchased for the Association shall be paid by the Association as a common expense, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

Section 4. Personal Property Coverage. If any Owner desires personal property (contents) insurance coverage in an amount additional to the amount provided therefor in the standard Homeowner’s insurance policy, or personal property insurance of a character or type differing from the standard Homeowner’s insurance policy, the Owner shall be fully responsible for arranging through the Association for such additional or different personal property insurance coverage. 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 in connection with the adjustment of any such claims relating to personal property loss or damage.

Section 5. Association as Agent. The Association is hereby irrevocably appointed agent for each townhouse Owner to purchase Homeowner’s insurance and to adjust all claims for damage or loss to any unit arising under Homeowner’s insurance policies purchased by such townhouse Owner or 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 this 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 wall is destroyed or damaged by fire or other casualty, any Owner who uses 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 under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of 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 Declarant, 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 Declarant, 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 wise 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 this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of its majority of Class A Association members at the end of the first fifty year period or at the end of any ten year extended period. This instrument may be amended by an affirmative vote of two-thirds of both classes of Association members (if any Class B members exist at the time) voting in accordance with Article III hereof.

Section 4. Annexation. Additional land may from time to time be annexed to the Properties by Declarant without the consent of any member of the Association by filing an appropriate instrument declaring such annexation and subjecting the annexed area to the terms of this instrument.

Section 5. Initial Common Area Landscaping. The Common Area described in Section 4 of Article I hereof, and any Common Area hereafter annexed to the Properties shall be initially landscaped and planted with grass, trees and shrubbery at the sole cost of Declarant, but Declarant shall not be required to landscape any part of the Common Area not immediately adjacent to improved Lots.

Section 6. Common Area Not Public. The Common Area is not a public area, but is strictly for the use of Association members and their delegates as hereinabove defined, as a park, recreation area and greenbelt for the exclusive enjoyment of such members and delegates, 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 in 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.

Section 7. Individual Owner's Responsibility. Each individual unit owner is responsible for all interior maintenance of said unit, lights, gas, heating, air conditioning and any other utilities.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 10th day of November, 1978.

D. KIETH SPENCER

D. Kieth Spencer

STATE OF WYOMING )
COUNTY OF NATRONA ) SS.

The above and foregoing instrument was acknowledged before me by D. KIETH SPENCER this 10th day of November, 1978.

Witness my hand and official seal.

Marilee Schumacher

My Commission Expires Jan. 11, 1982
DECLARATION OF RESTRICTIVE COVENANTS

JOHN G. MILLER, the owner in fee simple of all of the land set forth hereinafter, to wit:

Lots 1-39, Inclusive, Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming,

does hereby make the following limitations, restrictions and uses to which the units included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners thereof, this Declaration of Restrictions being designed for the purpose of keeping and maintaining the use and development of the real property desirable, uniform and suitable in use and architectural design as herein specified:

ARTICLE I
DEFINITION

Section 1. "Association" shall mean and refer to the unincorporated association provided for in Article II hereof of the Owners of Units within the above-described real property.

Section 2. "Owner" shall mean and refer to the owner or owners, collectively, of the record fee simple title to a unit of the Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming.

Section 3. "Unit" shall mean and refer to the tract or lot designated on the Plat of Devonshire Village Subdivision, a Subdivision of Natrona County, Wyoming, or any amendment thereof, as a unit and to all improvements on or appurtenant to such unit.

Section 4. "Common Area" shall mean all real property owned by, or to be conveyed to, the Association for the common use and enjoyment of the Members of the Association and shown as Lot 39 on the
plat entitled "Devonshire Village Subdivision, a Subdivision of
Natrona County, Wyoming," and filed by Number 257960 in the records
of the County Clerk, County of Natrona, State of Wyoming. Said
copy of which is by reference made a part hereto as though set
forth in full. Each owner shall have rights to the Common Area
equally, in the amount of 1/38th or 2.63 percent thereof, and be
assessed accordingly for assessments applicable to the whole of
the Common Area.

ARTICLE II

PURPOSE AND ORGANIZATION

Section 1. Purpose. Devonshire Village Townhouse Association
hereinafter called "The Association", is a non-profit, unincorpor-
ated association, organized for the purpose of enforcing the terms
and conditions set forth in this Declaration of Restrictive Cova-
nants and for the mutual benefit of the Owners of Units in the
Devonshire Village Subdivision.

Section 2. Membership. Every Owner of a Unit shall be a member
of the Association.

Section 3. Voting & Quorum. Members shall be entitled to one
vote for each Unit owned. A quorum for any meeting shall consist
of twenty of the thirty eight votes so authorized, and a majority
of votes cast shall be the act of the members.

Section 4. Board of Directors. The business and affairs of the
Association shall be managed by a Board of Directors consisting of
five directors elected annually by the members.

Section 5. Officers. The Board of Directors shall elect a presi-
dent, a vice president and a secretary-treasurer, who shall have
such authority as may be provided from time to time by the Board
of Directors and who shall serve at the pleasure of the Board.

Officers shall be members of the Board of Directors.

Section 6. Informal Action. Any action required or permitted to
be taken at a meeting of the members, may be taken without a meet-
ing if the consent is in writing, setting forth the action so
taken, shall be signed by all of the members authorized to vote on the matter, or signed by all of the Directors, as the case may be.

Section 7. Incorporation. If the members so elect, the Association may be incorporated under the laws of the State of Wyoming.

Section 8. By-Laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted, and may be altered, amended, or repealed any new By-Laws adopted according to the procedure set forth in section fourteen of said By-Laws.

ARTICLE XIII
USE RESTRICTIONS

Section 1. Compliance with Zoning. All residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office.

Section 2. Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Section XIII.

Section 3. Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of
the Property, specifically including without limiting the genera-

lity of the foregoing, business offices, storage areas, construction
yards, signs, model units, and sales offices. It is expressly
understood and agreed that Declarant and Declarant's employees,
agents, independent contractors, successors, and assigns involved
in the construction of Residences or in the development of the

Property shall have the right to use the Common Area; Private Roads,
and the facilities of the Association for sales and business of-

cices purposes and that Declarant may conduct business activities
within the Property in connection with its construction of the

Residences and development of the Property.

Section 4. Household Pets. No animals, livestock, poultry, or
bees of any kind shall be raised, bred, kept, or boarded on the

Common Area or any Lot, except that one dog, one cat, or other
household pet may be kept on any Lot; provided that: they are not
kept, bred, boarded or maintained for any commercial purpose; they
are kept in fenced backyards; and if taken outside of an Owner's
backyard, such pets are kept leashed and under an Owner's control
at all times. Each Owner of a pet shall be responsible for clean-
up and removal from the Common Area and any Lot of such pet's
excrement.

Section 5. Signs and Advertising. No signs, advertising, bill-
boards, unsightly objects, or nuisances shall be placed, erected,
or permitted to remain on any Lot, nor shall any Lot be used in
any way or for any purpose which may endanger the health, safety,
or life of any person or which may unreasonably disturb the other
Owners. Notwithstanding the foregoing, it shall be permissible
and proper for an Owner to place upon his Lot and to allow to re-
main thereon for a reasonable length of time one sign, at any one
time, of not more than five square feet, advertising that such
Lot is "For Sale" or "For Rent"; provided, however, that the prior
approval of the Board or Architectural Review Committee as to the
color, size, and location of such sign must be obtained before it
is placed on such Lot; and further provided, however, that if at
the time an Owner desires to place such sign on his Lot, the Board or Architectural Review Committee is providing "For Sale" and "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain upon the Common Area, the Side Yard Fences, or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this Section 5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.

Section 6. Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All clotheslines shall be confined to fenced yards or patio areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

Section 7. Planting. Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the side yard fences, the common fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.
Section 8. Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or Patio Easement Area is appurtenant, and shall not in any manner be the responsibility of the Association.

Section 9. Utilities within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems, or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

Section 10. Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed, or maintained upon any portion of the Residences, side yard fences, common fences or Lots.

Section 11. Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 11, a 3/4 ton or smaller truck, commonly known as a "pickup truck" shall not be deemed to be a commercial vehicle or truck.

Section 12. Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, side yard fence, common fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. 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 derricks or other
structures designed for use in boring for oil or natural gas shall
be erected, maintained, or permitted upon any Lot.

Section 14. Refuse. All rubbish, trash, garbage, and other refuse
shall be regularly removed from the Lots and shall neither be
allowed to accumulate thereon nor be burned in outside incinera-
tors, barbeque pits, or the like. All containers or other equip-
ment for the storage or disposal of rubbish, trash, garbage, or
other refuse shall be kept in a clean, sanitary condition and
shall be screened by adequate planting or fencing so as to conceal
them from public view. The Board or Architectural Review Committee,
or the designated representative of either shall, upon prior notice
to an Owner to remove any rubbish, trash, garbage, or other refuse
from his Lot and upon the Owner's failure to so remove, have the
right at any reasonable time to enter upon such Lot and remove any
such rubbish, trash, garbage, or other refuse at the sole expense
of the Owner of such Lot. Such entry shall not be deemed to be a
trespass upon the Lot.

Section 15. Automobile, Board & Camper Parking. Trucks, trailers,
mobile homes, truck campers, detached camper units, boats and com-
mercial vehicles shall not be kept, placed, stored or maintained
upon any Lot or on the Common Area (including the Common Parking
Area) or private roads. The provisions of this paragraph shall
not apply to temporary construction shelters or facilities main-
tained during and used exclusively in connection with the construc-
tion of any Residence or other improvement permitted by this Decla-
ration. Commercial vehicles engaged in the delivery or pick-up
of goods or services shall be exempted from the provisions of this
paragraph providing that they do not remain within the Lot in ex-
cess of the reasonable period of time required to perform such
commercial function. No vehicle not in current operating condition
shall be parked on any Lot for a period of over 48 hours. No ve-

cle shall be parked on any Lot other than in a garage, driveway,
or designated parking area.
Section 16. Exterior Lighting. Each Residence must provide a
post light which may be either gas or electric located in front of
the Residence at the portion thereof closest to the front street.
If such post light is electric it must be actuated by a fully auto-
matic photo-electric cell with no manual disconnect switch and
have a lamp of minimum wattage of 60 watts.
Section 17. Drainage. All Owners shall leave all drainage areas
and easements, including swales, constructed on the Lots and on
other portions of the Property in the state originally fixed by the
Declarant or persons or entities acting on behalf of the Declarant;
provided, however, that an Owner shall be permitted to modify the
drainage areas on his Lot upon receiving written approval therefor
from the Architectural Review Committee. Any Owner who in any way
modifies such drainage areas without such consent shall be subject
to the sanctions contained herein for violations of this Declara-

ARTICLE IV

ARCHITECTURAL AESTHETICS

Section 1. Architectural Controls. In order to maintain the
architectural aesthetics of the Property, no improvements, build-
ing, or other structures, and no fences (including side yard
fences and common fences), wall, patios, planters, or other similar
items shall be commenced, constructed, erected, altered (specifi-
cally including the altering of the exterior of any Residence),
remodeled, or maintained upon a Lot, nor shall any exterior addi-
tion, change, or alteration thereon be made until the plans and
specifications accurately showing the nature, kind, shape, dimen-
sions, materials, color, and location of the same shall have been
submitted to, and approved in writing as to harmony of external de-
sign and location in relation to surrounding structures and topog-
ography, by the Board or by an Architectural Review Committee com-
pounded of three or more representatives appointed by the Board. In
the event the Board, or the Architectural Review Committee if one
then exists, fails to approve or disapprove such plans and
specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

Section 2. Standards for Approval. Approval shall be based, among other things, on: conformity and harmony of exterior design, colors and materials with neighboring structures, relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 3. Development by Declarant. The provisions of Section 1 shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residence, side yard fences and common fences.

Section 4. Right to Maintain and Repair Exteriors of Residences. In the event that the Owner of any Residence shall fail to maintain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the same and the exterior of the Residence and any other improvements erected of said entities. The cost of such exterior maintenance shall thereupon be a default assessment determined and levied against the Lot on which such Residence is located and the Association may proceed in accordance with the applicable provisions of Section VIII, for collection thereof.

Section 5. Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee.
for approval; or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or roof which is built as a part of the original construction and placed on the dividing line between Units 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 thereon.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall and roof as set out in Section 1 above shall be shared equally by the Owners who own the adjoining Units.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof as set out in Section 1 above is destroyed or damaged by fire or other casualty, the Owner of an adjoining Unit may restore it, and, the Owners of adjoining Units shall contribute equally to the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution under any rule of
law regarding liability for negligent or willful act. Any owner
that causes the party wall or roof as is set out in Section 1
above to be exposed to the elements shall bear the whole cost of
furnishing the necessary protection against such elements, and at
the election of the Association the costs may be collected by the
assessment of the costs along with interest and the costs of col-
lection including attorney's fees as a lien against the appropriate
Lot and cause the collection thereof pursuant to Article VIII here-
-
ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. The Association shall provide maintenance upon the
Common Area (Lot No. 39), and the paint, repair, replacement and
care for roofs, gutters, downspouts, exterior building surfaces,
trees, shrubs, grass, walks, driveways and other exterior improve-
ments. Such exterior maintenance shall not include glass surfaces.

Section 2. In the event that the need for maintenance or repair
is caused through the willful or negligent act of the Owner of one
of the Units, his family, guests, or invitees, the cost of such
maintenance or repairs shall be added to said Owner's obligation
and subject to action by the Association and may become a part of
the assessment to which such Unit is subject.

Section 3. The Board of Directors shall oversee an on-going main-
tenance program which shall incorporate those items of mainten-
ance aforementioned.

ARTICLE VII

PROPERTY RIGHTS AND OWNERS' EASEMENT OF ENJOYMENT

Section 1. Owners' Easement of Enjoyment. Every Owner shall have
a right and easement of enjoyment in and to the Common Area (Lot
No. 39) which shall be appurtenant to and shall pass with the
title to every Lot, subject to the following provisions:

-11-

-27-
(a) The right of the Association, in accordance with the Articles and these By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the Owner hereunder and to such covenants, conditions, restrictions, reservations, liens and charges as are provided in these covenants as are filed in the records of Natrona County.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.

(c) The right of the Association, in accordance with its Articles and these By-Laws, to suspend the voting rights and the easement of enjoyment of any Owner for any period during which any assessment against said Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right of the Association to dedicate or transfer its easement to 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 agreeing to such dedication or transfer signed by eighteen (18) of the Members of the Association has been recorded, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of any action taken. At anytime prior to the initial sale of these thirty eight (38) Lots, the approval of John G. Miller is necessary to implement the authority of this paragraph.

(e) The right of the Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and other utilities.

(f) The right of Declarant to grant an easement of ingress and egress to Paradise Valley Country Club for its members and employees to gain access to the Paradise Valley Country Club Golf Course.
Section 2. Delegation of Use. Any Owner may delegate, in accordance with these 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.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by hereafter accepting a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and collection costs (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection (including 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, and upon the Owner's default in the payment of said lien in a timely manner the lien may be foreclosed, according to the law.

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 assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Units and for the improvement and maintenance of Units, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area (Lot 39), including, but not limited to, snow clearance, the payment of taxes and insurance, the repair, replacement and additions to the Common Area, the repair and maintenance
of the Units, and for the cost of labor equipment, management and supervision thereof.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Fifty Dollars ($50.00) per month per Lot payable in advance.

(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, effective January 1 of each year, by not more than ten percent 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, effective January 1 of each year, above ten percent by a vote of two-thirds of the members of the Association, 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 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; and including exterior maintenance referred to in Article VI herein; provided that any such assessments shall have the assent of two-thirds of the members of the Association.

Section 5. Notice for Any Action Authorized Under Section 3 and written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.
Section 6. 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.

Section 7. Date of Commencement of Annual Assessments; Due Dates.
The annual assessments provided for herein, shall for each lot,
commence on the first day of the month following the closure or
sale of the said lot. The first annual assessment shall be pro-
-rated according to the number of months remaining in the calendar
year and shall be a charge and lien due and payable for the year
of the assessment at the time of transfer of ownership. The
Board of Directors shall fix the amount of the annual assessment
against said period. Written notices 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 in writing, and for a reasonable charge, furnish a
certificate signed by an officer of the Association, setting
forth whether the assessments on a specified Lot have been paid.
A properly executed certificate of the Association as to the
status of assessments on a Lot is binding upon the Association as
of the date of its issuance.

Section 8. 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
twelve (12) percent per annum. The Association may bring any ac-
tion at law against the Owner personally obligated to pay the same,
or foreclose the lien against the property along with interest and
costs (including reasonable attorney's fees) of any such assess-
ment. 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 9. Subordination of the Lien to Mortgages. The lien of
the assessments provided for herein shall be subordinate to the
lien for any first mortgage, or deed of trust. Sale or transfer
of any Unit shall not affect the assessment lien. However, the
sale or transfer of any Unit 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.

Notwithstanding the personal obligation of each Owner of a
Lot to pay all assessments thereon and notwithstanding the Associa-
tion's perpetual lien upon a Lot for such assessments, all succes-
sors in interest to the fee simple title of a Lot shall be jointly
and severally liable with the prior Owner thereof for any and all
unpaid assessments, interest, late charges, costs, expenses, and
attorney's fees against such Lot, without prejudice to any such
successor's right to recover from any prior Owner any amounts paid
thereon by such successor; provided, however, that a successor in
interest to the fee simple title of a specific Lot shall be en-
titled to rely upon the existence and status, or absence thereof,
of unpaid assessments, interest, late charges, costs, expenses,
and attorney's fees as shown upon any certificate issued by the
Association to such named successor in interest.

Section 10. Exempt Property. The following properties subject to
this Declaration shall be exempted from the assessments, charges
and liens created herein:

(a) All properties dedicated to and accepted by a govern-
mental body, agency or authority and devoted to public use; and

(b) All Common Area as defined in Article I, Section 4, here-
of, any provision of these By-Laws to the contrary notwithstanding
(except the provisions of Sections 1 and 6 of this Article), no
land or improvements devoted to dwelling use shall be exempt from
said assessments, charges, or liens.

ARTICLE IX
INSURANCE

Section 1. Public Liability and Additional Insurance Coverage.

(a) Each Owner shall obtain in his own name and keep in force
at all times during his ownership of a Residence public liability
insurance in minimum amounts prescribed from time to time by the
Association.
(b) Any Owner may, if he so desires and at the Owner's sole expense, carry any and all other insurance coverage the Owner deems advisable.

Section 2. Association's Duty to Obtain and Maintain Insurance.

The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the Common Area, Private Roads, and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable. Such insurance coverage may be written in the name of the Association as trustee for all Owners.

Section 3. Damage or Losses from Association's Insured Hazards.

In the event of loss, damage, or destruction by fire or other casualty to any property covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as trustee, the Board shall, upon receipt of the insurance proceeds, contact to repair, reconstruct, or rebuild any damaged or destroyed portions of the Common Area to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association, or other financial institution with provision agreed to by said bank, or association, or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board. The Board, if it shall be agreed to by the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction, or rebuilding of such destroyed Common Area.

Section 4. Fidelity Bonds. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association.
and all other persons responsible for the handling of funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) All such fidelity bonds shall name the Association as an obligee;

(b) Such fidelity bonds shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves:

(c) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of "employee" or similar expression.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by a proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this Declaration of Restrictive Covenants and if it or he shall prevail it or he shall be allowed reasonable attorney's fees by the Court. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications herein which can be given effect without the invalid provision or application.

Section 3. Amendment. The limitations, restrictions, and uses herein contained may be waived, abandoned or terminated, in whole or in part from time to time, as to any one or more of the Units by the written consent of the then Owners of not less than 75% of the Units, which written consent must be recorded in Natrona County, Wyoming, to be effective. PROVIDED, HOWEVER, that the holder of
any lien on the premises, including but not limited to government agencies, state agencies, or lending institutions, that have, either now or at any future time, money loaned on the security of the property hereinabove described, shall have the veto power over any such amendment while such mortgage or security interest is in effect.

IN WITNESS WHEREOF, John G. Miller has hereto set his hand

this 2nd day of October, 1979.

John G. Miller

STATE OF WYOMING )
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by
John G. Miller, this 2nd day of October, 1979.

WITNESS my hand and official seal.
My Commission Expires: April 9, 1983

Notary Public
AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

Michael D. Zwickl, the owner in fee simple of all of the land set forth hereinafter, to-wit:

Lots 19-38 and Tract A, Lot 39, Devonshire Village Subdivision, a Subdivision in Natrona County, Wyoming;

does hereby make the following AMENDMENT to that certain Declaration of Restrictive Covenants recorded the 13th day of June, 1996, in the office of the Natrona County Clerk as instrument number 580073, as follows:

* * *

ARTICLE VII

PROPERTY RIGHTS AND OWNERS' EASEMENT OF ENJOYMENT

* * *

(g) The automatic and perpetual easement of encroachment on the common area located east of Lots 12 and 18 of the Devonshire Village Subdivision as a result of the construction of buildings and improvements on Lots 19-38 of the Devonshire Subdivision, a Subdivision in Natrona County, Wyoming.

IN WITNESS WHEREOF, Michael D. Zwickl has hereto set his hand this 14th day of November, 1996.

Michael D. Zwickl
STATE OF WYOMING

COUNTY OF NATRONA

Acknowledged before me this 19th day of November, 1992, by Michael D. Zwickl.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission Expires: -

548139
AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Devonshire Village, Inc., a Wyoming non-profit incorporated association ("Association"), pursuant to Article X, Section 3 of its Declaration of Restrictive Covenants, recorded on February 11, 1980 as instrument number 284157 in the records of Natrona County, Wyoming ("Covenants"), hereby amends the Covenants as follows:

ARTICLE IX is amended in its entirety to read as follows:

INSURANCE

Section 1. Association Master Policy. The Association shall purchase an Association Master Policy to cover the following: (1) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association; (2) The coverage of such 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; (3) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The minimum amount of insurance shall be an amount equal to the maximum insurable replacement value of the unit. The insurance policies and endorsements may be deposited with a mortgagee (a) as required.

Section 2. Individual Personal Property Insurance Coverage. The owners shall obtain Individual Unit Personal Property Insurance coverage upon their personal property, and liability insurance at their own expense. For the purpose of insurance coverage, all cabinets, cupboards, appliances, sinks, fixtures (kitchen, bathroom or others), wall and floor coverings within the interior walls of each unit shall be deemed to be the personal property of the unit owner. Each unit owner shall be responsible for and indemnify the other unit owners and the Association for damage caused by or arising from the unit owners personal property, including but not limited to damages caused by or arising from any appliance, sink, bathroom fixture, or plumbing within the walls of each unit as well as damage caused by outside fixtures due to negligence of the Owner and/or tenants, and damage to the exterior caused by negligence of any Owner and or tenant. All Unit Owners shall require tenants to purchase a renters policy and Unit Owners shall provide copies of such coverage to the Association upon request.

Section 3. Premiums. (A) Premiums for Individual Unit Personal Property Insurance Coverage shall be paid by each unit owner; (B) Premiums on Association Master Policy shall be paid by the Association as a common expense and billed to each Unit owner, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

Section 4. Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to purchase an Association Master Policy and to adjust all claims for damage or loss to any unit arising under the Association Master Policy purchased by the Association, and to execute and deliver releases upon the payment of claims.
Section 5. Fidelity Bonds The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons responsible for the handling of funds of the Association. Such fidelity coverage shall meet the following requirements:

(a) All such fidelity coverage shall name the Association as an obligee;

(b) All such fidelity coverage shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; and

(c) Such fidelity coverage shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of "employee" or similar expression.

IN WITNESS WHEREOF the foregoing instrument was executed by the following:

Brian Betts, Lot 1

Robert Sabo, Lot 3

William S. Tobin, Lot 4

Kurt J. Carpenter, Lot 5

Thomas C. Broumley, Lot 6

Robert McKnight, Lot 8

Robert Herden, Lot 9

Jennifer Clune, Lot 10

Evelin Lance, Lot 11

Clyde Satermo, Lot 12

Don Wells, Lot 2

Birgit Sabo, Lot 3

Peggy J. Tobin, Lot 4

Judy Bartels, Lot 7

Robin L. Broumley, Lot 6

Joanna McKnight, Lot 8

Betty Herden, Lot 9

Jeannette Clune, Lot 10

Marietta Lance, Unit 11

Sharon Orr, Lot 13
The foregoing instrument was acknowledged before me by Brian Betts this 17th day of August, 1997. Witness my hand and official seal.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Don Wells this 24th day of August, 1997. Witness my hand and official seal.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Robert Sabo and/or Birgit Sabo this 17th day of August, 1997. Witness my hand and official seal.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by William S. Tobin and/or Peggy Tobin this 26th day of August, 1997. Witness my hand and official seal.

NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Kurt J. Carpenter this 17th day of August, 1997. Witness my hand and official seal.

NOTARY PUBLIC

Amendments to Devonshire Village, Inc. Covenants
Page 3 of 3

602983
The foregoing instrument was acknowledged before me by Jody Bartels this 27th day of August, 1997. Witness my hand and official seal.

Sharon O.
NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Thomas C. Broumley and/or Robin L. Broumley this 17th day of August, 1997. Witness my hand and official seal.

Sharon O.
NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Robert McNight and/or Joanna McNight this ___ day of August, 1997. Witness my hand and official seal.

My commission expires:

The foregoing instrument was acknowledged before me by Robert Herden and/or Betty Herden this ___ day of August, 1997. Witness my hand and official seal.

My commission expires:

The foregoing instrument was acknowledged before me by Jennifer Clune and/or Jeannette Clune this 17th day of August, 1997. Witness my hand and official seal.

Sharon O.
NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Elgan Lane and/or Marietta Lance this 25th day of August, 1997. Witness my hand and official seal.

Sharon O.
NOTARY PUBLIC

The foregoing instrument was acknowledged before me by Clyde Saturemo this ___ day of August, 1997. Witness my hand and official seal.

My commission expires:

The foregoing instrument was acknowledged before me by Sharon Orr this 30th day of August, 1997. Witness my hand and official seal.

My commission expires:

3-8-2001

Amendments to Devonshire Village, Inc. Covenants
Page 4 of 3
The foregoing instrument was acknowledged before me by Gary Brichacek and/or Karen Brichacek this 25th day of August, 1997. Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My commission expires 5-26-98

The foregoing instrument was acknowledged before me by Jim Healy and/or Dyla Healy this 25th day of August, 1997. Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My commission expires 5-26-98

The foregoing instrument was acknowledged before me by Karen Appel this 25th day of August, 1997. Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My commission expires 5-26-98

The foregoing instrument was acknowledged before me by Roger Connett and/or Victoria Connett this 25th day of August, 1997. Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My commission expires 5-26-98

The foregoing instrument was acknowledged before me by Richard Appel this 25th day of August, 1997. Witness my hand and official seal.

[Signature]

NOTARY PUBLIC

My commission expires 5-26-98
AMENDED AND RESTATED BYLAWS OF
DEVONSHIRE VILLAGE, INC. ASSOCIATION AND
DEVONSHIRE VILLAGE SUBDIVISION

We, the undersigned duly authorized officers of Devonshire Village, Inc. Association, a Wyoming non-profit corporation comprised of the owners of the lots of Devonshire Village Subdivision, more particularly described as Lots 1 through 39, inclusive, Devonshire Village Subdivision, Natrona County, Wyoming, hereby formally amend and restate the Bylaw of the Association and Subdivision as authorized by the members of the Association on May 18, 1989, in conformance with existing Bylaws.

FIRST: The name of the corporation is Devonshire Village, Inc. Association, and its duration shall be perpetual.

SECOND: The purposes for which the Association is organized is to operate, manage and control the Common Areas and the Townhouses constructed in the subdivision, to enforce the covenants respecting the funds to pay for reconstruction, maintenance, snow removal, lawn care, water costs, outside lighting costs and other covenants declared with respect to said Townhouses.

THIRD: The aggregate number of members of the Association shall be eighteen (18) members, each member will always be entitled to one vote for each Townhouse Unit that that member shall own from time to time.

FOURTH: The only provisions for the regulation of the internal affairs of the Association shall be governed by the provisions of these Bylaws.

FIFTH: Each owner of a Townhouse Unit on the lands above described shall by virtue of that fact be a member of the Association and shall always be entitled to one vote for each such Townhouse Unit owned.

SIXTH: Definition. "Owner" shall mean and refer to the person or persons who are from time to time entitled to the immediate possession of a Townhouse Unit on the described premises whether that person shall be the record owner or a
contract purchaser. Those persons having a security interest or lien on any Townhouse Unit by virtue of a mortgage or a retained record title shall not be entitled to vote unless and until they become entitled to immediate possession. Joint or multiple owners of a Townhouse shall be entitled to only one vote, which may be cast by any joint owner. Any joint owner shall be qualified to hold office, as hereinafter provided.

SEVENTH: Definition. "Declarant" shall mean and refer to the Devonshire Village Townhouse Association, a voluntary association incorporated under the laws of the State of Wyoming.

EIGHTH: MEETINGS OF OWNERS:

(a) Annual Meeting. The owners as herein defined shall hold an annual meeting each year on the first business day following the first day of January of each calendar year. It will be held at a time and place to be fixed by the President or before the 15th day of December and notice in writing of the time and place of holding of the meeting shall be sent to each owner.

(b) Special Meeting. Special meetings of the Owners may be called at any time by the President should need arise, and special meetings must be called by the President, or any other officer, upon the written request of three (3) owners.

(c) Notice of Meetings. Written notice of each and every meeting of the Owners shall be given by or at the direction of the President or Secretary by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting or by hand delivering such notice to the occupant at the several Townhouses. All such notices shall specify the day, date and hour of the meeting and in the case of a special meeting shall specify the purpose of the meeting.

(d) Quorum. At any annual or special meeting of the Owners duly noticed and called as is above provided, a quorum shall consist of members holding ten votes, including written proxies. In the event of the absence of a quorum as so defined, those owners present shall have the authority to adjourn the
meeting from time to time without notice other than the announcement of adjournment until a quorum is obtained, or written consents to action are filed by non-voting owners on any resolution passed without a quorum.

NINTH: BOARD OF DIRECTORS.

(a) Policy. The affairs of the Association shall at all times be managed by a board of no less than three (3) directors, each of whom must be an owner of a Townhouse Unit.

(b) Term of Office. Directors shall be elected for a term of three (3) years, beginning on the date of the annual meeting of owners, with staggered terms requiring the election of at least one director each year.

(c) Removal. Any director may be removed from the Board with or without cause by a majority vote of the Owners. In the event of death, resignation, disqualification by loss of ownership or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the next election of directors.

(d) Compensation. No director shall receive compensation for any service he may render to the Association unless by prior written approval of the Board.

(e) In the event Minutes of a meeting shall be prepared and shall be signed by all of the duly elected, qualified and acting Directors, the effect shall be the same as though a meeting of the Board of Directors was actually held.

(f) Election. Election to the Board of Directors shall at all times be made at the annual meeting of owners in January of each year, and must be made by secret, written ballot. The persons who have been duly nominated and who shall receive the largest number of votes shall be elected. Cumulative voting and written proxy voting is permitted.

TENTH: Meeting of Directors. There shall be no regular meeting of the Board of Directors, but the Directors shall meet upon the call of the President or Secretary of the Association or upon the call of any two Directors.
ELEVENTH: Powers and Duties of the Board of Directors.

The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing
the use of the Townhouse Units and the personal conduct of the
owners and their guests thereon and to establish penalties for
any infraction thereof.

(b) Suspend temporarily the voting rights of any owner
during a period in which such owner shall be in default with
respect to the payment of any assessment levied by the Associa-
tion or for the infraction of published rules and regulations.

(c) Exercise for the Association all powers, duties and
authority vested in or delegated to the Association and not
restricted to the entire group of owners.

(d) Declare the office of an officer or a member of the
Board of Directors vacant and appoint a successor to serve until
the next general election.

(e) Take any action required or permitted to be taken at
a meeting of the members. Such action may be taken without a
meeting if the consent is in writing, setting forth the action so
taken, shall be signed by all of the members authorized to vote
on the matter, or signed by all of the Directors, as the case may
be.

(f) Collect the moneys and disburse the same so as to
implement the policies and programs of the Association.

TWELFTH: Officers.

(a) The officers of the Association shall consist of a
President and Secretary, plus such Vice-Presidents and Treasurer
as the Board shall, from time to time, decide are proper for
conducting the business of the Association. Any person may hold
more than one office except those of President and Secretary.

(b) The officers are permitted, but not required, to be
members of the Board of Directors.

(c) Such officers shall be elected at the first meeting
of the Board of Directors following each annual meeting of the
Owners and shall hold office until for one year until replaced at
the next annual meeting of the Directors.

(d) A vacancy in any office may be filled by the Board
of Directors by appropriate resolution. The officer then so
appointed shall serve until the next annual meeting of the Board.

(e) Any officer may be recalled by a majority vote of
the Owners, and subsequently disqualified from holding any office
in the Association for a period of five (5) years.

THIRTEENTH: Records. It shall be the duty of the offi-
cers to maintain a Minute Book of all of the minutes of the
annual and special meetings of the Board of Directors and the
members of the Association and such financial records as to
accurately reflect the income and authorized expenses of the
Association. The Minute Book and financial records shall be kept
and shall at all times be open for inspection by any owner,
at a reasonable time upon request.

FOURTEENTH: Amendments. These Bylaws may be amended at a
regular or special meeting of the Owners by a vote of a majority
of the Owners present, conditioned, however, on the notice of
meeting being served in accord with provision EIGHTH (c), includ-
ing the intent to amend the Bylaws and a general statement of the
substance of the proposed amendment.

IN WITNESS WHEREOF the President and Secretary hereto set
their hands this 4th day of July, 1989.

Don Foster, President

ACKNOWLEDGMENT

The foregoing Instrument was acknowledged before me by Don
Foster, President of said Association, this 4th day of July,
1989.

Notary Public

My commission expires:

A corporation without
a seal

464258 PAGE 5 OF 3 PAGES
DECLARATION OF RESTRICTIVE COVENANTS

Michael D. Zwickl the owner in fee simple of all of the land set forth hereinafter, to-wit:


does hereby make the following limitations, restrictions and uses to which the units included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners thereof, this Declaration of Restrictions being designed for the purpose of keeping and maintaining the use and development of the real property desirable, uniform and suitable in use and architectural design as herein specified.

ARTICLE I

DEFINITION

Section 1. "Association" shall mean and refer to Links Homeowner's Association, a non-profit incorporated association provided for in Article II hereof of the Owners of Units within the above-described real property.
Section 2. "Owner" shall mean and refer to the owner or owners, collectively, of the record fee simply title to a unit of the Links Court Development, Devonshire Village subdivision of Natrona County, Wyoming.

Section 3. "Unit" shall mean and refer to the two (2) lots in Devonshire Village upon which a residence is constructed as a unit in the Links Court Development and to all improvements on or appurtenant to such unit.

Section 4. "Common Area" shall mean Tract A, Lot 39, Devonshire Village Subdivision, as set forth on Exhibit "A" attached hereto. Each owner shall have rights to the common area equally, and be assessed accordingly for assessments applicable to the whole of the Common Area.

ARTICLE II
PURPOSE AND ORGANIZATION

Section 1. Purpose. The Association, is a non-profit, incorporated association, organized for the purpose of enforcing the terms and conditions set forth in this Declaration of Restrictive Covenants and for the mutual benefit of the Owners of Units in the Links Court Development.

Section 2. Membership. Every record owner of a Unit shall be a member of the Association with one membership per Unit.
Section 3. Voting and Quorum. Members shall be entitled to one vote for each Unit owned. A quorum for any meeting shall consist of six (6) of the ten (10) votes so authorized, and a majority of votes cast shall be the act of the members. 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 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.

Class B. The Class B member shall be the Declarant and Declarant shall be entitled to three (3) votes for each Lot owned by him. The Class B membership shall cease and be converted to Class A Membership (i.e., one vote for each Lot owned) 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 January 1, 2000.
Section 4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors consisting of three (3) directors elected annually by the members.

Section 5. Officers. The Board of Directors shall elect a president, a vice-president and a secretary-treasurer, who shall have such authority as may be provided from time to time by the Board of Directors and who shall serve at the pleasure of the Board. Officers shall be members of the Board of Directors.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the members, may be taken without a meeting if the consent is in writing, setting forth the action so taken, shall be signed by all of the members authorized to vote on the matter, or signed by all the Directors, as the case may be.

Section 7. Incorporation. The Association shall be incorporated under the laws of the State of Wyoming.

Section 8. By-laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted, and may be altered, amended, or repealed any new By-Laws adopted according to the procedure set forth in Section 13 of said By-Laws.
ARTICLE III

USE RESTRICTION

Section 1. Compliance with Zoning. All residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose or religious undertaking.

Section 2. Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Article X, Section 3.

Section 3. Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the property, specifically including without limiting the generality of the foregoing,
business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residence and development of the Property.

Section 4. Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that one dog or one cat may be kept on any Lot provided that: they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced backyards; and if taken outside of an Owner's backyard, such pets are kept leashed and under an owner's control at all times. Each Owner of a pet shall be responsible for cleanup and removal from the Common Area and any Lot of such pet's excrement.

Section 5. Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety, or life of any person or which may unreasonably disturb the other owners.
Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is “For Sale” or “For Rent”; provided, however, that the prior approval of the Board as to the color, size, and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such sign on his Lot, the Board is providing “For Sale” and “For Rent” signs for the use of Owners, then such sign as provided by the Board and no other shall be used. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain upon the Common Area, the Side Yard Fences, or the common Fences, unless the prior approval of the Board shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this Section 5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.
Section 6. Visible Objects and Window Sun Screening. All equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be installed only after prior approval by the Board.

Section 7. Planting. Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the side yard fences, the common fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board.

Section 8. Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or Patio Easement Area is appurtenant, and shall not in any manner be the responsibility of the Association except as is provided for under Article IV, Section 3, herein.

Section 9. Utilities Within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines,
pipes, wires, conduits, systems, or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner’s Lot.

Section 10. Antennas. No exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed, or maintained upon any portion of the Residences, side yard fences, common fences or Lots.

Section 11. Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 11, a 3/4 ton or smaller truck, commonly known as a “pickup truck” shall not be deemed to be a commercial vehicle or truck.

Section 12. Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board.

Section 13. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, side yard fence, common fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots.
Section 14. Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from each Lot and shall neither be allowed to accumulated thereon nor be burned in outside incinerators, barbecue pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board its designated representative shall, upon prior notice to an Owner to remove any rubbish, trash, garbage, or other refuse from his Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.

Section 15. Automobile, Boat and Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored or maintained upon any Lot or on the common Area (including the common Parking Area) or private roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted
from the provisions of this paragraph providing that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial function. No vehicle not in current operating condition shall be parked on any Lot for a period of over 48 hours without valid license plates attached and inflated tires. Vehicles parked anywhere within the subdivision in violation of this requirement shall be deemed abandoned and reported to the Casper Police Department. No vehicle shall be parked on any Lot other than in a garage, driveway, or designated parking area or on Indian Paintbrush Street. No parking is permitted or allowed in marked areas that provide fire lane access at any time.

Section 16. Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefrom from the Board. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

Section 17. Prohibited Objects. No clotheslines or basketball backboard shall be permitted.
ARTICLE IV

ARCHITECTURAL AESTHETICS

Section 1. Aesthetics. It is the intent of these covenants to provide for conformity and harmony of exterior design, colors and materials with neighboring structures in the Devonshire Village Subdivision. Construction of improvements on the lots which are subject of these restrictive covenants shall be in such conformity and harmony, and shall be constructed in relation to the proposed improvements to the natural topography, grade and finished ground elevation, and relation of the structure to that of neighboring structures and natural features of the property.

Section 2. Architectural Aesthetics. In order to insure conformity and harmony with the neighboring structures, any improvements constructed on the above-described lots shall adhere to the following:

(1) Total density on the twenty lots described above shall be no greater than twelve single family residential homes either standing alone or in cluster with other single family homes;

(2) Each single family dwelling shall have a minimum of 1500 square feet exclusive of attached garages;

(3) All siding shall be painted with earth tones, and all roofs shall be of asphalt shingle compatible with surrounding structures;

\[ \text{\textsuperscript{12}} \ 30 \ \text{\textsuperscript{800\textdegree}} \]
Section 3. Right to Maintain and Repair Exterior of Residence. In the event that the Owner of any Residence shall fail to maintain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board, except as is provided for under Exterior Maintenance, below, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the same and the exterior of the Residence and any other improvements erected of said entities. The cost of such exterior maintenance shall thereupon be a default assessment determined and levied against the Lot on which such Residence is located and the Association may proceed in accordance with the applicable provisions of Article VIII, for collection thereof.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or roof which is built as a part of the original construction and placed on the dividing line between Units 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 thereon.
Section 2. **Sharing of Repair and Maintenance.** The cost of repair and maintenance of a party wall and roof as set out in Section 1 above shall be shared equally by the Owners who own the adjoining Units.

Section 3. **Destruction by Fire or Other Casualty.** If a party wall or roof as set out in Section 1 above is destroyed or damaged by fire or other casualty, the Owner of an adjoining Unit may restore it, and, the Owners of adjoining Units shall contribute equally to the cost of restoration, without prejudice, however, to the right of any Owner to call for a larger contribution under any rule of law regarding liability for negligent or willful act. Any Owner that causes the party wall or roof as is set out in Section 1 above to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements, and at the election of the Association the costs may be collected by the assessment of the costs along with interest and the costs of collection including attorney’s fees as a lien against the appropriate Lot and cause the collection thereof pursuant to Article VIII herein.

Section 4. **Arbitration.** In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party may choose one arbitrator, and such arbitrators shall choose one arbitration and the dispute shall be arbitrated pursuant to the Wyoming Statutes governing arbitration.
ARTICLE VI

EXTERIOR MAINTENANCE

Section 1. 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 such exterior maintenance shall not include maintenance or replacement of glass surfaces, and shall exclude all mechanical equipment. In the event that the need for maintenance or repair is caused through the wilful 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. 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 unit Owner's Homeowner's insurance policy, which policy is provided for in Article IX hereof.

Section 2. In the event that the need for maintenance or repair is caused through the wilful or negligent act of the Owner of one of the Units, his family,
guests, or invitees, the cost of such maintenance or repairs shall be added to said Owner's obligation and subject to action by the Association and may become a part of the assessment to which such Unit is subject.

Section 3. The Board of Directors shall oversee an ongoing maintenance program which shall incorporate those items of maintenance aforementioned.

ARTICLE VII

PROPERTY RIGHTS AND OWNERS' EASEMENT OF ENJOYMENT

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area (Tract A, Lot No. 39) 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, in accordance with the Articles and these By-Laws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said property, and the rights of such mortgagee in said property shall be subordinate to the rights of the Owner hereunder and to such covenants, conditions, restrictions, reservations, liens and charges as are provided in these covenants as are filed in the records of Natrona County.

(b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.
(c) The right of the Association, in accordance with its Articles and these By-Laws, to suspend the voting rights and the easement of enjoyment of any Owner for any period during which any assessment against said Owner’s Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(d) The right of the Association to dedicate or transfer its easement to 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 agreeing to such dedication or transfer approved by two-thirds (2/3) of each class of voting members of the Association has been recorded, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of any action taken. At any time prior to the initial sale of these 20 lots, the approval of Declarant is necessary to implement the authority of this paragraph.

(e) The right of the Declarant and the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer drainage, fuel oil and other utilities.
(f) The right of Declarant to grant an easement of ingress and egress to Paradise Valley Country Club for its members and employees to gain access to the Paradise Valley Country Club.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with these 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.

ARTICLE VIII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by hereafter accepting a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association: (1) monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and collection costs (including reasonable attorney’s fees), shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection (including 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, and upon the Owner's default in the payment of said lien in a timely manner the lien may be foreclosed, according to the law.

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 assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Units and for the improvement and maintenance of Units, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area (Tract A, Lot 39), including, but not limited to: snow clearance, lawn mowing, the payment of taxes and insurance, the repair, replacement and additions to the Common Area, the repair and maintenance of the Units, and for the cost of labor equipment, management and supervision thereof.

Section 3. Devonshire Assessment. The Association shall be subject to assessment by Devonshire Village Inc. ("Devonshire") for the repair and maintenance of the street located on Tract B of Lot 39 connecting Tract A of Lot 39 with a public street. The Association shall be responsible for 10/28ths of the costs of any and all such repairs, and shall pay its share upon receipt of a statement therefor from Devonshire when the work has been completed. The Association hereby
irrevocably grants Devonshire the right to file a lien against all property located within the Association for the non-payment of any assessment of the repair of the street as provided in this paragraph, and such lien shall remain of record against all property within the Association until the full amount thereof shall have been paid in full. Devonshire shall be entitled to collect interest on all unpaid balances more than thirty (30) days old at the rate of ten percent (10%) per annum, plus costs and attorney's fees incurred in the collection of such sums. This provision of the Association's covenants shall not be amendable without Devonshire's prior written consent.

Section 4. 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 month per Lot payable in advance.

(a) From and after January 1 of the year immediately following the conveyance of the first Lots to an Owner, the maximum annual assessment may be increased, effective January 1 of each year, by not more than ten percent 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 Lots to an Owner, the maximum annual assessment may be
increased, effective January 1 of each year, above ten percent by a vote of two-thirds of the members of the Association, 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 5. 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; and including exterior maintenance referred to in Article VI herein; provided that any such assessments shall have the assent of two-thirds of the members of the Association.

Section 6. Notice for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 5 of this Article shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.
Section 7. 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.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall for each lot commence on the first day of the month following the closure or sale of the said lot. The first annual assessment shall be prorated according to the number of months remaining in the calendar year and shall be a charge and lien due and payable for the year of the assessment at the time of transfer of ownership. The Board of Directors shall fix the amount of the annual assessment against said 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 in writing, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. 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 twelve (12) percent per annum.
The Association may bring any action at law against the Owner personally obligated
to pay the same, or foreclose the lien against the property along with interest and
costs (including reasonable attorney's fees) of any such assessment. 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 10. Subordination of the Lien to Mortgages. The lien of the
assessments provided for herein shall be subordinate to the lien for any first
mortgage or deed of trust. Sale or transfer of any Unit shall not affect the
assessment lien. However, the sale or transfer of any Unit pursuant to mortgage
foreclosure or any proceeding in lieu of, shall extinguish the lien of such assessments
as to payments which become due prior to such sale or transfer.

Notwithstanding the personal obligation of each Owner of a Lot to pay all
assessments thereon and notwithstanding the Association's perpetual lien upon a
Lot for such assessments, all successors in interest to the fee simple title of a Lot
shall be jointly and severally liable with the prior Owner thereof for any and all
unpaid assessments, interest, late charges, costs, expenses, and attorney's fees
against such Lot, without prejudice to any such successor's right to recover from any
prior Owner any amounts paid thereon by such successor; provided, however, that a
successor in interest to the fee simple title of a specific Lot shall be entitled to rely
upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses, and attorney’s fees as shown upon any certificate issued by the Association to such named successor in interest.

Section 11. Exempt Property. The following properties subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use; and

(b) All Common Area as defined in Article I, Section 4, hereof, any provision of these By-Laws to the contrary notwithstanding (except the provisions of Section 1 and 6 of this Article), no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE IX

INSURANCE

Section 1. Owner’s Insurance. The Association shall purchase a homeowner’s insurance policy for each owner. The coverage of such 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. The insurance policies and endorsements may be deposited with a
mortgagee(s) as required, but in any event a certificate of insurance shall be
deposited with the Board of Directors of the Association by the Owner.

Section 2. Association’s Insurance. The Association shall purchase insurance
to cover the following: (1) public liability in such amounts and with such coverage as
shall be required by the Board of Directors of the Association; (2) such other
insurance as the Board of Directors of the Association shall determine from time to
time to be desirable.

Section 3. Premiums. (A) Premiums on homeowner’s unit insurance policies
shall be paid by the Owner. (B) Premiums upon insurance policies purchased for
the Association shall be paid by the Association as a common expense, as provided
in Article VI “Exterior Maintenance ” of the Declaration.

Section 4. Personal Property Coverage. If any Owner desires personal
property (contents) insurance coverage in an amount additional to the amount
provided therefor in the standard homeowner’s insurance policy, or personal property
insurance of a character or type differing from the standard homeowner’s insurance
policy, the Owner shall be fully responsible for arranging through the Association for such additional or different personal property insurance coverage. 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 in connection with the adjustment of any such claims relating to personal property loss or damage.

Section 5. Association as Agent. The Association is hereby irrevocably appointed agent for each townhouse Owner to purchase Homeowner’s insurance and to adjust all claims for damage or loss to any unit arising under Homeowner’s insurance policies purchased by such townhouse Owner or the Association, and to execute and deliver releases upon the payment of claims.

Section 6. Fidelity Bonds. The Association shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons responsible for the handling of funds of the Association. Such fidelity bonds shall meet the following requirements:
(a) All such fidelity bonds shall name the Association as an obligee;

(b) Such fidelity bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; and

(c) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of “employee” or similar expression.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by a proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this Declaration of Restrictive Covenants and if it or he shall prevail it or he shall be allowed reasonable attorney’s fees by the Court. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provision of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid,
the invalidity shall not affect other provisions or applications herein which can be
given effect without the invalid provision or application.

Section 3. Amendment. The limitations, restrictions, and uses herein
contained may be waived, abandoned or terminated, in whole or in part from time to
time, as to any one or more of the Units by the written consent of the then Owners of
not less than 75% of the Units, which written consent must be recorded in Natrona
County, Wyoming, to be effective. Provided, however, that the holder of any lien on
the premises, including, but not limited to, government agencies, state agencies, or
lending institutions, that have, either now or at any future time, money loaned on
the security of the property hereinabove described, shall have the veto power over
any such amendment while such mortgage or security interest is in effect. No
additional lands will be annexed.

IN WITNESS WHEREOF, Michael D. Zwickl has hereto set his hand this

13th day of June, 1996.

[Signature]

Michael D. Zwickl
STATE OF WYOMING)
COUNTY OF NATRONA)

Acknowledged before me by Michael D. Zwickl this 13th day of
June, 1996.

Notary Public

My commission expires: _______________________

APPROVAL AND ACCEPTANCE

Devonshire Village, Inc., a Wyoming corporation hereby approves and accepts
these Declaration of Restrictive Covenants for Lots 19-38, and Tract A, Lot 39,
Devonshire Village Subdivision, a Subdivision in Natrona County, Wyoming.

Devonshire Village, Inc.

By: _______________________
Title: President

Acknowledged before me by _______________________, President,
of Devonshire Village, Inc. on this 13th day of June, 1996

Notary Public

My Commission Expires: _______________________

29
LEGAL DESCRIPTION

A parcel of land located in the NW¼ of Section 23, T.33N., R.80W., 6th P.M., Natrona County, Wyoming, and being more particularly described as follows:

A portion of Lot 39 of the Devonshire Village Subdivision of Natrona County, Wyoming lying east of a line between the southeast corner of Lot 18 and the northwest corner of Lot 19.

Said portion of Lot 39 shall be designated as Tract A of Lot 39 of the Devonshire Village Subdivision, and contains 0.56 acres, more or less and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared by me on May 7, 1996 and on the basis of my information, knowledge and belief as a Professional Land Surveyor that this description is true and correct.

MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY INFORMATION AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROJECT.