A REPLAT OF
LOTS 4, 15, 16, 17, 18 & 19, BLOCK 14
EASTGATE
AN ADDITION TO THE CITY OF CASPER
NATRONA COUNTY, WYOMING
A SUBDIVISION OF PORTIONS OF
THE E1/4 NW1/4 SW1/4, SECTION 12
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN, WYOMING
SCALE: 1" = 40' CERTIFICATE OF PLATING

PRESENTATION APPROVALS

ACKNOWLEDGEMENTS

SURVEY & PLAT BY:
MONTEITH, LLOYD & CARPENTER INC.
3214 N. 15TH STREET, CASPER, WYOMING
NO. 00-00-00-00
JUNE 11, 1975

LOCATION & VICINITY MAP
SCALE 1" = 400'
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by BARNARD REALTY COMPANY, a partnership ("Declarant"),

WITNESSETH:

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

Lots 1 through 24 of Block 14 of Eastgate, an Addition to the City of Casper, Natrona County, State of Wyoming, and the common area appurtenant thereto as shown on the plat and dedication thereof ("plat") recorded in the office of the County Clerk of Natrona County, Wyoming, in Book 247 Deeds at page 559.

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 Eastgate Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any numbered Lot which is a part of the Properties, or the contract Buyer from such Owner, but excluding those having only security interests therein.

Section 3. "Properties" shall mean and refer to that certain real property hereinabove 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 other than the numbered Lots and the dedicated public ways shown on the plat. 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:

(See Exhibit "A" attached hereto)

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 Barnard Realty Company, its 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 shown on the plat and of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of, and right to use the Common Area and the 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. 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 purchase the same, whether or not it shall be so expressed in such deed contract, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be 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 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 Thirty-Three Cents ($0.33) for each square foot contained in each 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 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 6% 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 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 the storage unit shown on the plat, 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 except that part thereof shown on the plat as a storage area, shall be developed and improved as a private park, greenbelt and recreational area for the exclusive use and enjoyment of the members of the Association, subject to the provisions of Section 2 of Article II 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. 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, including a clubhouse and/or swimming pool, no major structures or buildings shall be placed, installed or constructed upon the Common Area by the Association. The clubhouse and/or swimming pool shall not be erected or installed except upon the affirmative vote of two-thirds of both classes of Association members voting in accordance with Article III hereof, and with particular respect to the storm drain easement and Flood Channel shown on the plat of Eastgate Addition, which traverses a Common Area which may be annexed to the Properties at some future time by Declarant in accordance with the subsequent provisions hereof, no structures shall be permitted thereon which are not related to the control of waters therein. 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 reasonably intended to further the purposes intended to be served by the fore-
going 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 "Covenants 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 and Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, any Owner who using the wall as a party wall may restore it, and if the other Owner or Owners thereafter make use of the wall, such Owner or Owners shall share equally in the cost of restoration thereof without prejudice, however, to the right of any Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall 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 of 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 in that part of the Addition described on the plat thereof as Blocks 12, 13, and 14, with Lots and Common Area as shown on the plat, or any part thereof, may from time to time be annexed to the Properties by Declarant without the consent of any members 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 hereinafter 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.
IN WITNESS WHEREOF, the undersigned, being Declarant herein, has hereunto set its hand and seal this 30th day of January, 1974.

BARNARD REALTY COMPANY

By, W. N. Barnard
General Partner

STATE OF WYOMING )
) SS.
COUNTY OF NATRONA )

The above and foregoing instrument was acknowledged before me by W.N. BARNARD, a general partner of BARNARD REALTY COMPANY, this 30th day of January, 1974.

Witness my hand and official seal.

ARDELLE K. MARTIN
Notary Public
EXHIBIT "A"

A tract of land being a portion of Block 14, EASTGATE, an Addition to the City of Casper, Natrona County, Wyoming, and also portions of said NW<sub>4</sub>SW<sub>4</sub>, Section 12, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and more particularly described by metes and bounds as follows:

Beginning at a point in the northerly line of said Block 14, Eastgate and the parcel being described which point is also located in the westerly line of the east one-half of said NW<sub>4</sub>SW<sub>4</sub>, Section 12 at S.0°09'20"E., 25.00 feet from the northwesterly corner thereof; Thence from said point of beginning and along the northerly line of said parcel and Block 14, Eastgate and also the southerly line of East Eighth Street, City of Casper, N.89°25'38"E., 310.00 feet to the northeast corner of said parcel; thence along the easterly line thereof, S.0°09'20"E., 342.26 feet to a point in the northerly line of Dorset, a street in said Addition; thence along the north line of Dorset, N.89°50'40"E., 100.00 feet to a point of curve; thence across said Dorset and radially to said last described point, S.0°09'20"E., 50.00 feet to a point of curve in the southerly line of said Dorset; thence easterly along the curved southerly line of Dorset and the arc of a true curve to the right, having a radius of 315.00 feet, 20.33 feet to a point; thence leaving said Dorset and along the easterly line of the parcel being described S.0°09'20"E., 89.34 feet to a point and the southeast corner thereof; thence along the southerly line of said parcel S.89°50'40"W., 220.32 feet to a point in the easterly line of Devonshire Place; thence along said easterly line S.0°09'20"E., 97.00 feet to a point; thence across said Devonshire Place and along the southerly line of said parcel S.89°50'40"W., 200.30 feet to the southwest corner of the parcel being described and also a point in the easterly line of Walsh Drive, City of Casper; thence along the easterly and curved line of Walsh Drive and the westerly line of said parcel, being the arc of a true curve to the left and having a radius of 530.00 feet, northerly 200.23 feet to a point of tangency; thence continuing along the easterly line of Walsh Drive and the westerly line of said parcel, N.23°45'00"W., 242.40 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 875.00 feet, northerly 142.47 feet to a point of compound curve; thence northeasterly along the arc of a true curve to the right; having a radius of 20.00 feet, 36.24 feet to a point of tangency in the south line of East Eighth Street, City of Casper;
thence along the southerly line of East Eighty Street and the northerly line of said Block 14, EASTGATE, and the parcel being described, N.89°24'40"E., 158.29 feet to the point of beginning.

EXCEPT Lots 1 to 24 inclusive, Block 14, and all previously dedicated streets and public ways in Block 14, EASTGATE, an Addition to the City of Casper, Natrona County, Wyoming.
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereinafter set forth, between BARNARD REALTY COMPANY, a partnership, EASTGATE ASSOCIATION, INC., a corporation, and the other signatory(s) hereto, the same being all of the owners of all of the Properties in Eastgate, an Addition to the City of Casper, Natrona County, State of Wyoming ("Addition") does hereby amend, as supplemented, that certain Declaration of Covenants, Conditions and Restrictions ("Declaration") relating to the Addition dated the 30th day of January, 1974, and recorded in the office of the County Clerk, Natrona County, State of Wyoming in Book 61 of Misc., at page 193, as follows:

1. Article X of the Declaration, as supplemented, shall be amended by adding thereto an additional Section, to be designated as Section 7, which shall read as follows:

Section 7. Each Lot and the Properties included in the Common Area shall be subject to an easement for encroachments created by construction, settling, overhangs, patios and driveways, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of the same, so long as the same stand, shall and does hereby exist. In the event any improvement on any Lot is partially or totally destroyed, and then rebuilt, the owners of the Lots and the Common Area adjacent thereto affected by any such reconstruction agree that minor encroachments on parts of the adjacent improvements or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

2. Except as herein amended, the Declaration, as supplemented, remains in full force and effect.

DATED this 10th day of May, 1974.

BARNARD REALTY COMPANY

By W. N. Barnard
Partner

EASTGATE ASSOCIATION, INC.

By Robert N. Barnard
President
STATE OF WYOMING    )
                  ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by W. N. BARNARD, on behalf of BARNARD REALTY COMPANY, a partnership, this 10th day of May, 1974.

Witness my hand and official seal.

Ardelle K. Martin
Notary Public

My commission expires:
11-15-75

STATE OF WYOMING    )
                   ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by ROBERT N. BARNARD, on behalf of EASTGATE ASSOCIATION, INC., this 10th day of May, 1974.

Witness my hand and official seal.

My commission expires:
11-15-75

Ardelle K. Martin
Notary Public

STATE OF WYOMING    )
                   ) SS.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by

this  day of May, 1974.

Witness my hand and official seal.

My commission expires:

-2-
AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, made on the date hereinafter set forth, between
BARNARD REALTY COMPANY, a partnership, EASTGATE ASSOCIATION,
INC., a corporation, and the other signatory(s) hereto, the same
being all of the owners of all of the Properties in Eastgate, an
Addition to the City of Casper, Natrona County, State of Wyoming
("Addition") does hereby amend, as supplemented, that certain
Declaration of Covenants, Conditions and Restrictions ("Declaration")
relating to the Addition dated the 30th day of January, 1974, and
recorded in the office of the County Clerk, Natrona County, State
of Wyoming in Book 61 of Misc., at page 193, as follows:

1. Article X of the Declaration, as supplemented,
shall be amended by adding thereto an additional Section, to
be designated as Section 7, which shall read as follows:
Section 7. Each Lot and the Properties included in the
Common Area shall be subject to an easement for encroach-
ments created by construction, settling, overhangs,
patios and driveways, as designed or constructed by
the Declarant. A valid easement for said encroachments
and for the maintenance of the same, so long as the
same stand, shall and does hereby exist. In the event
any improvement on any Lot is partially or totally
destroyed, and then rebuilt, the owners of the Lots and
the Common Area adjacent thereto affected by any such
reconstruction agree that minor encroachments on parts
of the adjacent improvements or Common Area due to
construction shall be permitted and that a valid
easement for said encroachment and the maintenance
thereof shall exist.

2. Except as herein amended, the Declaration, as
supplemented, remains in full force and effect.

DATED this 13th day of May, 1974.

BARNARD REALTY COMPANY

By Robert N. Barnard
Partner

EASTGATE ASSOCIATION, INC.

By William N. Barnard
President
Other Signatories

Martin L. Sullivan

STATE OF WYOMING  )
  ) SS.
COUNTY OF NATRONA  )

The foregoing instrument was acknowledged before me by ROBERT N. BARNARD, on behalf of BARNARD REALTY COMPANY, a partnership, this 13th day of May, 1974.

Witness my hand and official seal.

Ardelle K. Martin
Notary Public

My commission expires:
11-15-75

STATE OF WYOMING  )
  ) SS.
COUNTY OF NATRONA  )

The foregoing instrument was acknowledged before me by WILLIAM N. BARNARD, on behalf of EASTGATE ASSOCIATION, INC., this 13th day of May, 1974.

Witness my hand and official seal.

Ardelle K. Martin
Notary Public

My commission expires:
11-15-75
STATE OF WYOMING
   )
COUNTY OF NATRONA
   ) SS.

The foregoing instrument was acknowledged before me by MARTIN L. SULLIVAN, this 13th day of May, 1974.

Witness my hand and official seal.

Ardelle K. Martin
Notary Public

My commission expires:

11-15-75

SEAL
EASTGATE ASSOCIATION, INC.

AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

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

NOW THEREFORE, Corporation hereby makes, publishes and
declares that all of the specific properties described above shall
be held, sold and conveyed subject to the following easements,
restrictions, covenants, and conditions, which are for the purpose
of ensuring that use and development of the properties for exclusive
single-family townhouse residential purposes only and protecting the
value attractiveness and desirability of, and which shall run with
the Properties and shall be binding on all parties having any right,
title or interest in the Properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each owner
thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to Eastgate
Association, Inc., a non-profit Wyoming corporation, its successors
and assigns.

Section 2: "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any numbered Lot which is a part of the Properties, or the contract
Buyer from such Owner, but excluding those having only security interests therein.

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

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

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.

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 herein-above mentioned) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association by its Board of Directors to charge reasonable fees for the use and maintenance of the Common Area and for the use of the storage area shown on the plat;

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

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may
as may be agreed to by the members of the Association. No such
dedication or transfer shall be effective unless a resolution
approving the same shall have been adopted by two-thirds (2/3) of
the members who cast votes in person or by proxy at a meeting duly
called for such purpose.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of
Assessments. Each Owner of any Lot and any such Owner’s heirs,
successors or assigns, by acceptance of a deed to any Lot or by
execution of a contract to purchase the same, whether or not it
shall be so expressed in such deed contract, shall be deemed to
covenant and agree to pay to the Association: (1) annual assessments
or charges, and (2) special assessments for capital improvements,
such assessments to be established and collected as hereinafter
provided. The annual and special assessments, together with interest,
costs, and reasonable attorney’s fees, shall be a charge on the Lot
and shall be continuing lien upon the Lot against which each such
assessment is made. Each such assessment, together with interest,
costs, and reasonable attorney’s fees, shall also be the personal
obligation of the person who was the Owner of such property at the
time the assessment became due and payable. The personal obligation
for delinquent assessments shall not pass to Owner’s successors in
title unless expressly assumed by them, but the lien 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 health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the residential units situated upon the Lots.

Section 3: Maximum Annual Assessment.

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

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

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

Section 4: Special Assessments for Capital Improvements.

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

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for 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 the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the
subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7: Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided 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 one and one-half percent (1.5%) per month. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owner's abandonment of the Lot.

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement
shall be commenced, erected or maintained upon the Properties, nor
shall any exterior addition to or change or alteration therein be
made until the plans and specifications showing the nature, kind,
shape, height, materials, and location of the same shall have been
submitted to and approved in writing as to harmony of external
design and location in relation to surrounding structures and
topography, and compliance with the restrictive covenants herein
contained, by the Board of Directors of the Association, 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 the storage unit shown on the plat,
in accordance with plans and specifications thereof and approved
in accordance with Article V hereof.

Section 2: General Use Restrictions - Common Areas. The
Common Area described in Section 4 of Article I hereof, except that
part thereof shown on the plat as a storage area, shall be developed
and improved as a greenbelt area for the exclusive use and enjoyment
of the members of the Association. The storage area shall be 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

-6-
driveways on the Properties. As between the members of the Association, the right to the use of such storage area shall be exercised in common, and each unit owner shall be entitled to two (2) parking spaces and the Board of Directors of the Association shall assess and collect a reasonable fee for additional storage spaces.

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 of 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 situated 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, no structures or buildings shall be placed, installed or constructed upon the Common Area by the Association.

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

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

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

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

ARTICLE VIII  
INSURANCE

Section 1: Association's Insurance. The Association shall purchase a Blanket Insurance Policy for all structures and to include public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and to purchase such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Blanket Insurance Policy shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage insurance policy, and such other risks as are customarily covered with respect to buildings similar to buildings on the Properties, such as vandalism and malicious mischief. Such policy shall cover each unit and any damage caused by reason of a fire or other hazard to neighboring units. The minimum amount of such insurance shall be an amount equal to the maximum insurable replacement value of the unit. A certificate of insurance shall be deposited with the mortgagees as required.
Section 2:   Premiums.  (a) Premiums upon insurance policies for the Association shall be paid by the Association as a common expense.  
(b) Each unit owner to pay their proportionate share to the Association based upon square footage of the unit, or billed to the mortgagor, as the case may be. 

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

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

ARTICLE IX  
PARTY WALLS  

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of any townhouses upon any Lots and is placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of 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 using the wall as a party wall may restore it, and if the other Owner or Owners thereafter make use of the wall, such Owner or Owners shall share equally in the cost of restoration thereof without prejudice, however, to the right of any Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall 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 Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by final judgment of any court shall in no 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 of this Declaration is recorded after which time they shall be automatically extended by an affirmative vote of its majority of Association members at the end of the first fifty (50) year period or at the end of any ten (10) year extended period. This instrument may be amended by an affirmative vote of two-thirds of Association members voting in accordance with Article III hereof.
Section 4: Common Area Not Public. The Common Area is not a public area, but is strictly for the use of Association members, as a greenbelt for the exclusive enjoyment of such members, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entity or entities except those charged with the maintenance and repair of any utility services, or storm sewers 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.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 21st day of September, 1981.

EASTGATE ASSOCIATION, INC.

By: Board of Directors:

[Signatures]

State of Wyoming
County of Natrona,

The foregoing instrument was acknowledged before me Mary S. Zendler
this 21st day of September, 1981.
Witness my hand and official seal.

[Notary Seal]

[Signature]
Mary S. Zendler
Notary Public
My commission expires 3/15/82
State of Wyoming
County of Natrona

The forgoing instrument was acknowledged before me by Ann Jordan, President; Barton Z. Neville, Vice President; Corinne M. Vonberg, Secretary; Arlene O. Jay, Treasurer; Guntram A. Jarre, William F. Prescher and Gladys D. Roux this 21st day of September, 1981.

Witness my hand and official seal. 

Notary Public, Mary J. Zandier

My commission expires 5/5/85

Eastgate Association, Inc. does not have a corporate seal.
EASTGATE ASSOCIATION, INC.

AMENDED
DECLARATION OF COVENANTS,.conditions and restrictions
SEP 9 PM 2 17

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

WITNESSETH:

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

Lots 1 through 24 of Block 14 of Eastgate, an addition to the
City of Casper, Natrona County, State of Wyoming, and the common
area appurtenant thereto as shown on the plat and dedication
thereof ("plat") recorded in the office of the County Clerk of
Natrona County, Wyoming, in Book 221 of Deeds at Page

NOW THEREFORE, Corporation hereby makes, publishes and declares
that all of the specific properties described above shall be held,
sold and conveyed subject to the following easements, restrictions,
covenants, and conditions, which are for the purposes of ensuring
that use and development of the properties for exclusive single-
family townhouse residential purposes only and protecting the value
attractiveness and desirability of, and which shall run with the
Properties and shall be binding on all parties having any right,
title or interest in the Properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of
each owner thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to Eastgate
Association, Inc., a non-profit Wyoming corporation, its successors
and assigns.

Section 2: "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any numbered Lot which is a part of the Properties, or the contract
Buyer from such Owner, but excluding those having only security
interests therein.
Section 3: “Properties” shall mean and refer to that certain 
real property hereinafore described, and such additions thereto 
as may be brought within the jurisdiction of the Association.

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

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

ARTICLE II
PROPERTY RIGHTS

Section 1: Owner’s Easements of Enjoyment. Every Owner shall 
have a private driveway easement, as constructed, over and across 
the Common Area to such Owner’s Lot and on the front and back sides 
of each Lot for the purpose of landscaping, and, further, each 
Owner shall have a right and easement of enjoyment in and to the 
Common Area (other than in the area covered by the private 
easements hereinafore mentioned) which shall be appurtenant to and 
shall pass with the title to every Lot, subject to the following 
provisions:

(a) the right of the Association by its Board of Directors to 
charge reasonable fees for the use and maintenance of the Common 
Area and for the use of the storage area shown on the plat;

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

(c) the right of the Association to dedicate or transfer all 
of any part of the Common Area to any public agency, authority or 
utility for such purposes and subject to such conditions as may be 
agreed to by the members of the Association. No such dedication 
or transfer shall be effective unless a resolution approving the
same shall have been adopted by two-thirds (2/3) of the members who cast votes in person or by proxy at a meeting duly called for such purpose.

**ARTICLE III**

**ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

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

**ARTICLE IV**

**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 2:** Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to purchase the same, whether or not it shall be so expressed in such deed contract, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner's successors in title unless expressly assumed by them, but the lien thereon shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

**Section 3:** Purpose of Assessments. The assessments levied
by the Association shall be used exclusively to promote the health,
safety, and welfare of the residents in the Properties and for the
improvement and maintenance of the Common Area, and of the exterior
of the residential units situated upon the Lots.

Section 31. Maximum Annual Assessment.

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

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

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

Section 41. Special Assessments for Capital Improvements.
In addition to the annual assessments authorized above, the
Association may levy, in any assessment year, a special assessment
applicable to that year only for the purpose of defraying, in whole
or in part, the cost of any construction, reconstruction, repair
or replacement of a capital improvement upon the Common Area,
including fixtures and personal property related thereto, provided
that any such assessment shall have the assent of two-thirds (2/3)
of the votes of the members voting in person or by proxy at a
meeting duly called for such purpose.

Section 51. Notice and Quorum for Any Action Authorized Under
Sections 3 and 4. Written notice of any meeting called for purpose
of taking any action authorized un Section 1 (a) of Article II, or
Sections 3 or 4 of this Article, shall be sent to all members not
less than 10 days nor more than 30 days in advance of the meeting.
At the first such meeting called, the presence of members or of
proxies entitled to cast sixty six and two-thirds (66-2/3) percent
of all the votes of the membership shall constitute a quorum. If
the required quorum is not present, another meeting may be called
subject to the same notice requirement, and the required quorum at
the subsequent meeting shall be one-half (1/2) of the required
quorum at the preceding meeting. No such subsequent meeting shall
be held more than 60 days following the preceding meeting.
Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis as may be determined by the Board of Directors of the Association.

Section 7: Annual Assessment. 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 person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owner's abandonment of the Lot.

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

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and compliance with the restrictive covenants herein contained, by the Board of Directors of the Association. The Board, must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

ARTICLE VI
GENERAL RESTRICTIVE COVENANTS

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

Section 2: General Use Restrictions - Common Areas. The Common Area described in Section 4 of Article I hereof, except that part thereof shown on the plat as a storage area, shall be developed and improved as a greenbelt area for the exclusive use and enjoyment of the members of the Association. The storage area shall be 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 provisions of this Article to be parked on streets or private driveways on the Properties. As between the members of the Association, the right to the use of such storage area shall be exercised in common, and each unit Owner shall be entitled to two
No vehicles, trailers, or mobile homes shall be parked in the driveway or any other private or public area. Vehicles shall be parked in proper parking spaces and shall be entirely on the paved surfaces. Pick-up trucks, campers, and trailers are permitted as long as they are parked within the designated parking area. No vehicles, trailers, or mobile homes shall be parked on any street or sidewalk. All vehicles, trailers, or mobile homes shall be maintained in proper condition and shall not be in disrepair. Any vehicle, trailer, or mobile home parked in violation of these regulations shall be subject to towing at the owner's expense. The Board of Directors of the Association shall assess and collect a reasonable fee for additional storage space.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).

The Board of Directors of the Association is specifically empowered to enact or enforce such additional rules and regulations as may be necessary to carry out the purposes of the Amended Declaration and these Regulations.

(3) No radio or television aerial or antenna shall be permitted on the exterior of any townhouse structure.

(4) No egg incubator or hatchery, or any tank, tank or vase shall be kept or maintained in any window of any townhouse structure.

(5) No exterior clothes lines shall be permitted on any lot or 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.

No animals, livestock or poultry shall be raised, kept or maintained 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.
intended to further the purposes intended to be served by the foregoing specific restrictions.

ARTICLE VII
EXTERIOR MAINTENANCE

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

ARTICLE VIII
INSURANCE

Section 11: Association's Insurance. The Association shall purchase a Blanket Insurance Policy for all structures and to include public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and to purchase such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. The Blanket Insurance Policy shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage insurance policy, and such other risks as are customarily covered with respect to buildings similar to buildings on the Properties, such as vandalism and malicious mischief. Such policy shall cover each unit and any damage caused by reason of a fire or other hazard to neighboring units. The minimum amount of such
insurance shall be an amount equal to the maximum insurable replacement value of the unit. A certificate of insurance shall be deposited with the mortgagees as required.

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

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

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

ARTICLE IX

PARTY WALLS

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

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

Section 3: Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, any Owner who using the wall as a party wall may restore it, and if the other Owner or Owners thereafter make use of the wall, such Owner or Owners shall share equally in the cost of restoration thereof.
without prejudice, however, to the right of any Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of the Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of repairing such exposure and the damages arising therefrom.

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

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the dispute shall be arbitrated by the Board of Directors of the Association, and if any director be interested as a party to such dispute, the remaining Directors shall designate another person to act in his place, and the decision shall be by a majority of all the arbitrators and shall be binding upon the parties to the dispute.

ARTICLE X
GENERAL PROVISIONS

Section 11: Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12: 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 13: Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date of this Declaration is recorded.
after which time they shall be automatically extended by an affirmative vote of its majority of Association members at the end of the first fifty (50) year period or at the end of any ten (10) year extended period. This instrument may be amended by an affirmative vote of two-thirds of Association members voting in accordance with Article III hereof.

Section 41 Common Area Not Public. The Common Area is not a public area, but is strictly for the use of Association members, as a greenbelt for the exclusive enjoyment of such members, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entity or entities except those charged with the maintenance and repair of any utility services, or storm sewers 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.

IN WITNESS WHEREOF, the undersigned, have hereunto set their hands and seals this 13th day of August, 1994.

EASTGATE ASSOCIATION, INC.

By: Board of Directors

[Signatures]

5500SF1
CERTIFICATE OF AMENDMENT TO DECLARATION
OF COVENANTS

On July 12, 1994 a meeting of the members was held pursuant to
Wyoming Statute 817-19-1003 with all members having been given
proper notice an a true and correct copy of these Amended
Declaration of Covenants. A sufficient number of members entitled
to cast or of proxies entitled to cast, to constitute two-thirds
of the membership and therefore a quorum were present. These
Amended Declaration of Covenants were approved by the membership
by a vote twenty one for approval with zero votes cast against,
from twenty three possible membership votes. The membership and
the Board of Directors of Eastgate Association having approved
these Amended Declaration of Covenants.

IN WITNESS WHEREOF, for the purpose of Amending the Declaration
of Covenants under the laws of the State of Wyoming, the
undersigned Directors of this Association, have executed these
Amended Declaration of Covenants this 13th day of August,
1994.

[Signatures]

Directors

[Names]

[Names]

[Names]
EASTGATE ASSOCIATION, INC.
SECOND AMENDED
DECLARATION OF COVENANTS, '97 Nov 19 AN 11 11
CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

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

NOW THEREFORE, Corporation hereby makes, publishes and declares
that all of the specific properties described above shall be held,
sold and conveyed subject to the following easements, restrictions,
covenants, and conditions, which are for the purposes of ensuring
that use and development of the properties for exclusive single-
family townhouse residential purposes only and protecting the value
attractiveness and desirability of, and which shall run with the
Properties and shall be binding on all parties having any right,
title or interest in the Properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of
each owner thereof.

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to Eastgate
Association, Inc., a non-profit Wyoming corporation, its successors
and assigns.

Section 2: "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to
any numbered Lot which is a part of the Properties, or the contract
Buyer from such Owner, but excluding those having only security
interests therein.

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

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

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

ARTICLE II
PROPERy RIgHTS

Section 1: Owner's Easements of Enjoyment. Every Owner shall have a private driveway easement, as constructed, over and across the Common Area to such Owner's Lot and on the front and back sides of each Lot for the purpose of landscaping, and, further, each Owner shall have a right and easement of enjoyment in and to the Common Area (other than in the area covered by the private easements hereinabove mentioned) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association by its Board of Directors to charge reasonable fees for the use and maintenance of the Common Area and for the use of the storage area shown on the plat;

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

(c) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless a resolution approving the same shall have been adopted by two-thirds (2/3) of the members who
cast votes in person or by proxy at a meeting duly called for such purpose.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to purchase the same, whether or not it shall be so expressed in such deed contract, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner's successors in title unless expressly assumed by them, but the lien thereon shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health,
safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the residential units situated upon the Lots.

Section 3: Maximum Annual Assessment

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

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

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

Section 4: Special Assessments for Capital Improvements.

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

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

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

Section 7: Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided 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 person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8: Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject to the delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owner's abandonment of the Lot.

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

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and compliance with the restrictive covenants herein contained, by the Board of Directors of the Association. The Board, must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

ARTICLE VI
GENERAL RESTRICTIVE COVENANTS

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

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

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

Section 3: Prohibited activities:
(a) Except that any townhouse constructed on any Lot may be leased by the Owner thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, or religious undertaking or activity, whether or not conducted for profit, shall be operated, maintained, or conducted on any Lot or in any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any townhouse, or any part of the Common Area of the Properties, or on any improvement erected or placed therein, nor shall any townhouse, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the Properties, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted on the street-side of any Lot, and one entrance gate sign identifying the owner occupant of the Lot, of a style and design as approved in accordance with Article V hereof shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any Lot or Common Area.

(b) No vehicles, trailers or other means of land or water transport, conveyance or mobile housing, wheeled or otherwise or of any kind or nature, shall be parked in the public streets situate adjacent to the Properties, and the private driveways serving each Lot shall be used only for the parking of cars and one pickup truck-camper not larger than the now (as of the date hereof)
standard American manufactured car of three-quarter ton pickup truck-camper. All other vehicles, trailers, conveyances, means of transport or mobile housing and mobile or motive equipment of every kind or nature shall be stored in the storage area shown on the plat, or other storage facilities outside the Addition. No inoperable vehicles shall be kept upon the lot or in the driveway of an owner. All inoperable vehicles shall be kept in the parking lot area of the Association.

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

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

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

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

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

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

ARTICLE VII
EXTERIOR MAINTENANCE

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

ARTICLE VIII
INSURANCE

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

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

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

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

ARTICLE IX
PARTY WALLS

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

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

Section 3: Destruction by Fire or Other Casualty. If any party
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 to call for a larger contribution from any other Owner using the wall as a party wall under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4: Weatherproofing. Notwithstanding any other provision of the Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of repairing such exposure and the damages arising therefrom.

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

Section 6: Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the dispute shall be arbitrated by the Board of Directors of the Association, and if any director be interested as a party to such dispute, the remaining Directors shall designate another person to act in his place, and the decision shall be by a majority of all the arbitrators and shall be binding upon the parties to the dispute.

ARTICLE X

GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

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

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

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

EASTGATE ASSOCIATION, INC.

By: Board of Directors

___________________________
Robert Wright, Pres

___________________________
David Johnson, V.P.

___________________________
Judy Johnson, Treasurer

___________________________
Barbara Smardak

___________________________
Debra M. Painter

605255
CERTIFICATE OF SECOND AMENDMENT TO DECLARATION
OF COVENANTS

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

IN WITNESS WHEREOF, for the purpose of Amending the Declaration of Covenants under the laws of the State of Wyoming, the undersigned Directors of this Association, have executed these Amended Declaration of Covenants this 18th day of December, 1997.

[Signatures of Directors]

Director
Director
Director
Director
Director

[Signature]

[Signature]

[Signature]