



**CERTIFICATE OF DEDICATION**

BARBARA REALTY COMPANY, A Partnership, hereby certifies that the foregoing plat of LOTS 25 TO 57 INCLUSIVE, BLOCK 14, EASTGATE, an Addition to the City of Casper, within Portions of the Block 14, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and more particularly described by metes and bounds as follows, to wit:

Beginning at a point and corner located in the north line of said Parcel and Subdivision and which point marks the northeast corner of the NW 1/4 of said Section 12

Thence from said corner and point of beginning and along the northerly line of said Parcel and "Eastgate" Addition and also said NW 1/4 Section 12, N 89°24'55"E 431.78 feet to a point and northeast corner of said Block 14 and northwest corner of Block 5, "Eastgate" thence along the line common to said Blocks 14 and 5, S 17°35'18"E 126.60 feet to the southerly line common thereto and also a point in the curved northerly line of street, a fifty feet wide street in said Addition, thence along the curved northerly line of said Dorset and southerly line of said Block 14 and along an arc of a true curve to the left, having a radius of 235.00 feet and through a central angle of 44°04'43", southeasterly 180.74 feet to a point of tangency thence continuing along the southeasterly line of said Block 14, S 34°22'21"W 108.87 feet to a point of curve, thence along the arc of a true curve to the right, having a radius of 26.00 feet and through a central angle of 90°00' westerly 31.42 feet to a point of tangency on the northeasterly line of Dorset, a fifty feet wide street, thence along the northeasterly line of Dorset, N 55°38'14"W 148.71 feet to a point of curve, thence along the arc of a true curve to the left, having a radius of 185.00 feet and through a central angle of 34°31'20" left, southeasterly 218.42 feet to a point of tangency thence along the northerly line of Dorset and the southerly line of said Parcel, S 84°50'40"W 100.00 feet to a point and southeasterly corner of said Parcel and Subdivision, thence along the westerly line of said Parcel, N 0°04'20"W 342.26 feet to a point in the southerly line of East 8th Street, City of Casper, said point marking the northwest corner of said Parcel, thence along the northerly line of said Parcel and the southerly line of East 8th Street, N 89°25'18"E 345.93 feet to an intersection with the southerly line of the NW 1/4, said Section 12, thence along said southerly line N 0°10'00"W 23.00 feet to the northeast corner of said NW 1/4, Section 12 and the point of beginning and containing 5 1/8 acres, more or less.

and so appears on this plat in with the free consent and in accordance with the wishes of the undersigned owners and proprietors of said described lands the name of said Subdivision shall be "LOTS 25 TO 57 INCLUSIVE, BLOCK 14, EASTGATE, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING." All roads and public ways are hereby dedicated to the use of the Public.

Dated at Casper, Wyoming this 10<sup>th</sup> day of November, 1975

BARBARA REALTY, A Partnership  
*Robert W. Bernard*  
 Robert W. Bernard  
 General Partner

*William J. Bernard*  
 William J. Bernard  
 General Partner

**ACKNOWLEDGMENT**

STATE OF WYOMING  
 COUNTY OF NATRONA

On this 10<sup>th</sup> day of November 1975 before me personally appeared William W. Bernard and Robert W. Bernard, both to me personally known and who by me being duly sworn did say that they are General Partners in "BARBARA REALTY COMPANY, A Partnership" that they are the persons who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed, including the release and waiver of all rights that may have in the lands included in said plat by virtue of the homestead exemption law of the State of Wyoming.

Given under my hand and notarial seal the day and year first above written.

My commission expires \_\_\_\_\_

*Secretary*  
 Notary Public

**CERTIFICATE OF SURVEY**

STATE OF WYOMING  
 COUNTY OF NATRONA

I, E. C. Leisher, of Casper, Wyoming, hereby certify that this plat was prepared from notes taken during actual surveys made by me and others during the pasted March, 1975 through March, 1975 and that such plat correctly represents said survey and portions of "Block 14, EASTGATE, an Addition to the City of Casper, Wyoming," all lots and grounds as set forth by this plat shall be well and accurately shown the most and best request of Barbara Realty Company, a partnership, mentioned upon the all dimensions are expressed in feet and decimals thereof and all courses conformably to said "BLOCK 14, EASTGATE" to the best of my knowledge and belief.

Witness my hand and notary seal this 13<sup>th</sup> day of November 1975

*E. C. Leisher*  
 E. C. Leisher  
 Notary Public

Subscribed in my presence and sworn to before me this 13<sup>th</sup> day of November 1975

*Robert W. Bernard*  
 Robert W. Bernard  
 General Partner

*William J. Bernard*  
 William J. Bernard  
 General Partner

**APPROVALS**

APPROVED BY THE Community Planning Commission of Casper, Wyoming, this 10<sup>th</sup> day of November 1975 and forwarded to the City Council of Casper, Wyoming with recommendation that said plat be approved.

*Secretary*  
 Secretary

APPROVED BY City Council, City of Casper, Wyoming, this 13<sup>th</sup> day of November 1975 and passed, adopted and approved on the 13<sup>th</sup> day of November 1975.

*City Clerk*  
 City Clerk

INSPECTED AND APPROVED BY City Engineer, Casper, Wyoming this 17<sup>th</sup> day of November 1975.

*City Engineer*  
 City Engineer

APPROVED Board of County Commissioners of Natrona County, Wyoming, by resolution duly passed on the 13<sup>th</sup> day of November 1975.

*County Clerk*  
 County Clerk

FILED for record in the Office of the County Clerk of Natrona County, Wyoming.

*County Clerk*  
 County Clerk

PLAT OF  
 LOTS 25 TO 57 INCLUSIVE  
 BLOCK 14  
 "EASTGATE"  
 AN ADDITION TO THE CITY OF CASPER  
 NATRONA COUNTY, WYOMING

BEING  
 A SUBDIVISION OF PORTIONS OF BLOCK 14  
 "EASTGATE"  
 A SUBDIVISION OF PORTIONS OF  
 THE N 1/2 SW 1/4, SECTION 12  
 TOWNSHIP 33 NORTH, RANGE 79 WEST  
 SIXTH PRINCIPAL MERIDIAN  
 NATRONA COUNTY, WYOMING

SCALE 1"=40'

Recorded Apr. 23, 1976 at 11:15 o'clock A.M.  
in Book 65 of Misc. Page 394  
No. 189078 John J. Tobin  
County Clerk

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 25 through 57 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 264 of Deeds at Page 226.

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 is for exclusive single-family 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 rights, 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 Block 14 Association of Eastgate, Inc., a non-profit Wyoming corporation, its successors and assigns.

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

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

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-8486



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

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.

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. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association by its Board of Directors to charge reasonable fees for the use and maintenance of the Common Area and of recreational facilities, if any, 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 recreational facilities thereon, if any, 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 three-fourths (3/4) of each class of members who cast votes in person or by proxy at a meeting duly called for such purpose, including consent from mortgagees, if any.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right or 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 its contractor grantee 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 its contractor grantee and Declarant and its contractor grantee 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

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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 recreational facilities therein, if any.

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 One Hundred Eighty and no/100 Dollars (\$180.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 8% 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 8% 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 assessment 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

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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 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 may commence as to all lots on the first day of the month following the date of conveyance of the Common Area to the Association and shall commence upon completion of the Common Area. 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 sole from liability for any assessments on such Lot thereafter becoming due or relieve the Lot from the lien thereof.

ARTICLE V  
ARCHITECTURAL CONTROL

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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. Provided, however, that this Article shall not apply to unit plans A-H, as approved by the City Council, City of Casper, Wyoming.

ARTICLE VI

GENERAL RESTRICTIVE COVENANTS

Section 1. General Use Restrictions - Lots. Each numbered Lot shall be used exclusively for single-family residential purposes.

Section 2. General Use Restrictions - Common Areas. The Common Area described in Section 4 of Article I hereof shall be developed and improved as a private park and greenbelt 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. Eastgate Owners Association owns a storage area which may be rented by Owners living on the Properties to store vehicles, boats, trailers, and similar conveyances and mobile equipment not permitted by provisions of the Articles to be parked in the streets, and private driveways of the area. The rental for storage purposes will be determined by the directors of the Eastgate Owners Association.

Section 3. Prohibited Activities:

(a) Except that any residence 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 residence, 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

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foot, 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 may be stored in the Eastgate Owners' Association 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, if any, 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 permanent structures shall be permitted within the Flood Channel 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.

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(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 structure or from the facade of any such structure, nor shall any rugs or other materials be dusted from any window of any structure nor shall any rug or like materials be cleaned by beating the same on any exterior part of any such residential structure.

(g) No radio or television aerial or antenna shall be permitted on the exterior of any 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 foregoing specific restrictions.

ARTICLE VII

EXTERIOR MAINTENANCE

It is contemplated that the Owners' Association will provide maintenance only on the Common Area. However, if, by a two-thirds majority vote of owners, the directors of the Owners' Association desire to provide exterior maintenance upon the residential structures for painting, repair of the exterior building surfaces, including roofs, gutters, downspouts, driveways, and other exterior improvements a special fee will be levied against those units (or owners) who desire to obtain this service.

ARTICLE VIII

INSURANCE

Section 1. 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 2. Premiums. Premiums upon insurance policies purchased for the Association shall be paid by the Association as a common expense, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

ARTICLE IX

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

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of these covenants or restrictions by final judgment of any court shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of its majority of Class A Association members at the end of the first fifty year period or at the end of any ten year extension 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 hereto.

Section 4. Annexation. Additional land in that part of the Addition described on the plat thereof as Blocks 14 and 15 in accordance with a replat of Block 12 of said Addition, with such Lot and common areas as Declarant shall determine, or any part thereof, may from time to time be annexed to the Properties by Declarant without the consent of any member of the Association by filing an appropriate instrument declaring such annexation and subjecting the annexed area to the terms of this instrument.

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

Section 6. Common Area Not Public. The Common Area is not a public area, but it is strictly for the use of Association members, and their delegates as hereinabove defined, as a park, recreation area and greenbelt for the exclusive enjoyment of such members and delegates, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entity or entities except those charged with the maintenance and repair of any utility services, or storm sewers in easements for such service facilities or storm sewers as may be located in the Properties and shown on the plat thereof, and then only for the purpose of maintaining and repairing the same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 23rd day of April, 1975.

BARNARD REALTY COMPANY

By: William N. Barnard  
General Partner

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120 N. Center Street • Casper, WY 82601 • (307) 237-8488



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STATE OF WYOMING )  
 ) SS.  
COUNTY OF NATRONA )

The above and foregoing instrument was acknowledged before me by WILLIAM N. BARNARD, a general partner of BARNARD REALTY COMPANY, this 23rd day of April, 1976.

Witness my hand and official seal.

Barbara W. Walker  
Notary Public

SEAL

My Commission Expires:

October 8, 1979

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EXHIBIT "A"

Compliments of:  
FIRST AMERICAN TITLE INSURANCE CO., INC.  
120 N. Center Street • Casper, WY 82601 • (307) 237-3486



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DESCRIPTION:

Block 14, Eastgate  
Common Area Open Space

A Parcel identified as "Common Area", Lots 25 to 57, Inclusive, Block 14, "Eastgate", an Addition to the City of Casper, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows:

Beginning at the northwesterly corner of said Parcel, which point also marks the northeasterly corner of Lot 37 of said Block 14 and is located in the south line of East Eighth Street in said Addition; Thence from said Point of Beginning and northwest corner of said Parcel, along the northerly line thereof and south line of said Street, N.89°24'55"E., 69.41 feet to a point of curve; thence continuing along the southerly line of said Eighth Street and the arc of a true curve to the left, having a radius of 251.30 feet and through a central angle of 13°23'09", easterly 58.71 feet to the northeast corner of said Parcel and the northwest corner of said Lot 57, Block 14; thence leaving said East Eighth Street, S.54°34'W., 34.35 feet to a point; thence along the easterly line of said Parcel, S.10°35'W., 52.28 feet to an angle point; thence S.43°51'30"E., 112.22 feet to the most southerly corner of Lot 55, Block 14 and a point in the northwesterly line of Dorset, a street in said Addition; thence along the northwesterly line of said Dorset and the arc of a true curve to the left, having a radius of 235.00 feet and through a central angle of 7°18'52", southwest 30.00 feet to a point and most easterly corner of Lot 54, Block 14; thence along the northeasterly line of said Lot 54, N.43°51'30"W., 105.34 feet to the most northerly corner of Lot 54; thence along the southeasterly line of said "Common Area" and back line of Lots 54 to 47, Inclusive, S.34°22'W., 436.53 feet to a point in the northeasterly line of Dorset; thence along the northeasterly line of Dorset, N.55°38'W., 66.73 feet to a point of curve; thence continuing along the northeasterly line of said Dorset and the arc of a true curve to the left, having a radius of 365.00 feet and through a central angle of 1°20'58", northwesterly 8.59 feet to a point and southeasterly corner of Lot 46 of said Block 14; thence leaving said Dorset and along the westerly line of said "Common Area", N.28°00'E., 217.77 feet to an angle point; thence N.32°00'E., 46.00 feet to a point and most easterly corner of Lot 39, Block 14; thence along the northeasterly line of said Lot 39, N.58°00'W., 69.93 feet to a point; thence along the arc of a true curve to the left, having a radius of 40.00 feet and through a central angle of 23°08'18", northerly 16.15 feet to a point and southwest corner of Lot 38, Block 14; thence along the southwesterly line of said Lot 38, S.58°00'E., 71.09 feet to the southeasterly corner thereof; thence along the westerly line of said "Common Area" and easterly line of Lots 38 and 37, Block 14, N.32°00'E., 190.32 feet to the Point of Beginning and containing 1.218 acres, more or less.

Said "Common Area" is subject to such reservations as are set forth by the Plat of said Lots 25 to 57, Inclusive, Block 14, "Eastgate", and all stipulations set forth by the accompanying Covenants.