BUILDING RESTRICTIONS

LOTS 16 to 30 INCLUSIVE IN BLOCK 19 and LOTS 15 to 28
INCLUSIVE IN BLOCK 20 ALL IN HIGHLAND PARK ADDITION TO
THE CITY OF CASPER, COUNTY OF NATERA, STATE OF WYOMING

WHEREAS, the undersigned are the owners of record of the lots and blocks
described above, desire to establish in such lots and blocks an exclusive
residential district wherein the construction and use of dwelling houses shall
conform to a certain minimum requirement, and wherein each home owner may be
protected against violation thereof on the other;

NOW, THEREFORE, the undersigned owners do hereby agree and impose upon the
real property described as lots 16 to 30 inclusive in block 19 and lots 15,
to 28 inclusive in block 20 all in Highland Park Addition to the city of
Casper, County of Natrona, State of Wyoming, the following covenants and
restrictions to-wit:

1. No structure shall be erected, altered, placed or permitted to remain
on any residential building lot, other than one detached single family dwell-
ing, not to exceed one and one-half stories in height, and a private garage of
not more than three cars.

2. No building shall be located on any residential lot nearer than
twenty-five feet to the front lot line nor nearer than ten feet to any side
street line, nor nearer than five feet to any side lot line. No building shall
be located on any corner lot nearer than twenty-five feet to the side lot
line, in the event a house is turned on a corner lot to face the side street,
the setback line at the front of the lot shall be five feet, greater than the
setback of the adjoining house and the setback line on the side street shall be
twenty-five feet.

3. No residential structure shall be erected or placed on any building
lot, which lot has an area of not less than 9,000 square feet or a width
of not less than 55 square feet across the front setback line.

4. No store, shop, repair shop, garage, restaurant, dance
hall or any other public place of amusement, or any similar business or com-
mercial enterprise shall be carried on or conducted upon any lots mentioned,
nor shall anything be done on any of said lots which may constitute a public
nuisance.

5. No trailer, tent, shack, garage, barn or outbuilding erected on said
tract shall at any time be used as a residence temporarily, or permanently,
or shall any structure of temporary character be used as a residence and
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by ORANGEBLOSSOM HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to ORANGEBLOSSOM HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached Exhibit &quot;C&quot;</td>
<td></td>
</tr>
</tbody>
</table>

The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that fee title of the units and the undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to Meadowlark Homeowners Association, its successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Association.

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Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those holding such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The **FIVE** separately designated and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, pruning or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

**ARTICLE II. PROPERTY RIGHTS**

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

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all
or any part of the Common Area to any public, agency, authority, or
utility for such purposes and subject to such conditions as may
be agreed to by the members. No such dedication or transfer shall be
effective unless an instrument agreeing to such dedication or transfer
signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each
owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall
bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective
owners only as a private dwelling for the owner, his family, tenants
and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each
unit, his successor and assigns, shall have the unrestricted right of
ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the
Common Area encroaches on any unit or any unit encroaches on the Common
Area or any unit encroaches upon another unit as a result of construction,
reconstruction, or repair, a valid easement for the encroachment and the
maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in
accordance with the bylaws, his right of enjoyment to the Common Area
and facilities to the members of his family, his lessees, or contract
purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment
shall be a member of the Association. Membership shall be appurtenant
to and may not be separated from ownership of any unit which is subject
to assessment.

Section No. 2. The Association shall have two classes of voting
memberships:

Class A. Class A members shall be all Owners, with the exception
of the Declarant, and shall be entitled to one vote for each unit owned.
When more than one person holds an interest in any unit, all such persons
shall be members. The vote for such unit shall be exercised as they
determine, but in no event shall more than one vote be cast with respect
to any unit. The Owners shall advise the secretary of the Association
who is to exercise the vote of the unit. In the absence of such advice,
the unit's vote shall be suspended in the event more than one person
exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign
the voting right to the lessee provided a copy of the lease is furnished
to the secretary of the Association prior to the lessee exercising the
unit's vote.

Class B. Class B member(s) shall be the Declarant and shall
be entitled to three votes for each unit owned. The Class B membership
shall cease and be converted to Class A membership on the happening of
either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership
equal the total votes outstanding in the Class B membership; or

(2) on December 31, 1987.
Section No. 3. Administration of the Association. The owner agrees that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit or acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Land and shall be a continuing lien upon the property against which each such interest, costs, and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The Delinquent assessments shall be the joint and several obligation of the Owner of a Unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $400.00 per unit:

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may, 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 of
the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:
Due Dates: The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Decedent. 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 unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale on the lien. The Association may bid in the unit to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.
(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin and hereby declared to the extent such restrictions violate 42 USC 3604(c).

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

ARTICLE VII.
INSURANCE

The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property, liability and building insurance covering the Association, its members and personal property supplies equal to value of 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners, the policy shall contain a waiver of the risk of condemnation, and a provision that any act or omission of any individual shall not release the Association from its obligations.

Section 7.2. The Association shall cause all owners to be named as additional insureds on the policy.

ARTICLE VIII.
ARCHITECTURAL CONTROL


Each building, fence, wall, structure and landscaped area shall be designed, erected or maintained upon the properties, and no exterior additions, alterations or changes to any existing structure shall be made unless the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or if by an architect, shall have been submitted to and approved by the Architects Committee. The Board of Directors shall have the right to approve or disapprove such design alterations or additions, and changes to external appearance or exterior structures, and no such design alterations or changes shall be made without the written approval of the Board of Directors. No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior additions, alterations or changes to any existing structure shall be made unless the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or if by an architect, shall have been submitted to and approved by the Architects Committee. The Board of Directors shall have the right to approve or disapprove such design alterations or additions, and changes to external appearance or exterior structures, and no such design alterations or changes shall be made without the written approval of the Board of Directors. No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the properties, nor shall any exterior additions, alterations or changes to any existing structure shall be made unless the same shall have been submitted to and approved in writing by the Board of Directors of the Association, or if by an architect, shall have been submitted to and approved by the Architects Committee. The Board of Directors shall have the right to approve or disapprove such design alterations or additions, and changes to external appearance or exterior structures, and no such design alterations or changes shall be made without the written approval of the Board of Directors.
owner will not prejudice coverage under the policy and a provision
the policy is primary in the event the unit owner has other insurance
covering the same loss. The policy shall also contain an Agreed Amount
Endorsement and an Inflation Guard Endorsement if these are available
and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered
by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with
respect to projects similar in construction, location and use, including
all perils normally covered by the standard "all risk endorsement", if
available.

Section No. 2. Liability Insurance. The Association shall obtain,
maintain and pay the premiums upon an acceptable comprehensive general
type policy of liability insurance covering all the Common Areas, any
restricted common areas, and public ways with coverage of at least One
Million Dollars ($1,000,000) for bodily injury or death and property
damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and
maintain a fidelity bond covering all officers and directors of the
Association who are responsible for the funds of or administration of
the Association in an amount at least equal to the estimated maximum of
funds, including any reserve funds in the custody of the Association but
not less than three (3) months' assessments on all units and any reserve
fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the,
bonds of all defenses based upon the exclusion of persons serving without
compensation from the definition of "employees," or similar terms or
expressions;

(c) The premiums on all bonds required herein for the Association
shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall
contain a provision that they cannot be cancelled or substantially
modified by any party without at least ten (10) days prior written
notice to the Association and to each Eligible Holder, Insurer or Guarantor
which is listed on a schedule of Eligible Holders, Insurers and Guarantors
in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these
covenants or restrictions by judgment or court order shall in no way
effect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this
declaration shall run with and bind the land, for a term of twenty (20)
years from the date this declaration is recorded, after which time they
shall be automatically extended for successive periods of ten (10)
years. This declaration may be amended during the first 20-year period
by an instrument signed by not less than ninety percent (90%) of the

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unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, imposed upon any officer or counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, malfeasance, misfeasance or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors: 1) annexation of additional property; 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustee and Power of Attorney. Each owner appoints the Association or an authorized representative as attorney-in-fact for purchasing and maintaining the property and liability
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 3rd day of June, 1982.

DECLARANT:

ORANGE BLOSSOM HOMEOWNERS ASSOCIATION

Peter R. Cosman

Rose Ann Cosman

Viola E. Walker

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by
Peter R. Cosman, Rose Ann Cosman, and Viola E. Walker,
this 3rd day of June, 1982.

Witness my hand and official seal.

My commission expires: 1-29-84

Notary Public
ALL OF LOTS 1 AND 2, BLOCK 12, EASTWARD HEIGHTS I, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT FOR TWO PARCELS OF LAND LOCATED WHOLLY WITHIN SAID LOTS 1 AND 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE N. 63°43'46" W., 46.11 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER ONE AND THE POINT OF BEGINNING; THENCE W. 89°48'37" W., 82.5 FEET TO A POINT; THENCE N. 0°11'23" E., 58.1 FEET TO A POINT; THENCE S. 89°48'37" E., 82.5 FEET TO A POINT; THENCE S. 0°11'23" W., 58.1 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT SAID EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE S. 84°29'54" W., 57.26 FEET TO THE NORTHEAST CORNER OF PARCEL NUMBER TWO AND THE POINT OF BEGINNING; THENCE S. 0°35'55" W., 66 FEET TO A POINT; THENCE N. 89°56'53" W., 50.33 FEET TO A POINT; THENCE N. 0°35'55" E., 66 FEET TO A POINT; THENCE S. 89°56'53" E., 50.33 FEET TO THE POINT OF BEGINNING. (LOT 1F - COMMON AREA)
EXHIBIT "A"

ALL OF LOTS 1 AND 2, BLOCK 12, EASTWARD HEIGHTS I, AN ADDITION TO
THE CITY OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT FOR TWO PARCELS
OF LAND LOCATED WHOLLY WITHIN SAID LOTS 1 AND 2, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE N.
63°43'46" W., 44.11 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER ONE
AND THE POINT OF BEGINNING; THENCE N. 89°48'37" W., 82.5 FEET TO A POINT;
THENCE N. 0°11'23" E., 58.1 FEET TO A POINT; THENCE S. 89°48'37" E., 82.5
FEET TO A POINT; THENCE S. 0°11'23" W., 58.1 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT SAID EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE S.
84°29'54" W., 57.26 FEET TO THE NORTHEAST CORNER OF PARCEL NUMBER TWO
AND THE POINT OF BEGINNING; THENCE S. 0°35'55" W., 66 FEET TO A POINT;
THENCE N. 89°56'53" W., 50.33 FEET TO A POINT; THENCE N. 0°35'55" E.,
66 FEET TO A POINT; THENCE S. 89°56'53" E., 50.33 FEET TO THE POINT OF
BEGINNING. (LOT 1F - COMMON AREA)
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURately REPRESENTS SAID SURVEY.

FARNUM STREET

<table>
<thead>
<tr>
<th>Lot</th>
<th>Block</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12</td>
<td>1-F (Common Area)</td>
</tr>
</tbody>
</table>

LOT 1 BLOCK 12, EASTWARD HEIGHTS 1

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

Street Number 1410 PENNSYLVANIA AVENUE THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED AT ___ FEET IN A ____ DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 20 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 40 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 1ST DAY OF AUGUST, 1982.

[Signature]

CHARLES K. WOLZ, P.E. AND ENGINEER LIC. NO. 632
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

FARNUM STREET

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

STREET NUMBER: 140 PENNSYLVANIA

THIS PROPERTY IS LOCATED AT FEET IN A ___________ DIRECTION: FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 20 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 40 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 15TH DAY OF AUGUST, 1982.

CHARLES K. WOLZ, P.E.
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
Hiram Mojica and Charles L. Stillwell, hereinafter referred to as
"Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in the
City of Casper, County of Natrona, State of Wyoming, which is more
particularly described as:

Lots 1, 2, and 3, Block 16, Eastward Heights I

NOW, THEREFORE, Declarants hereby declare that all of the
properties described above shall be held, sold and conveyed subject
to the following easements, restrictions, covenants and conditions,
which are for the purpose of protecting the value and desirability of,
and which shall run with, the real property and be binding on all
parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer
to PENNSYLVANIA COURT HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "A"

(a) The undivided interest in the Common Area which shall
be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 12</td>
<td>1/12</td>
</tr>
</tbody>
</table>

The above undivided interests are to be conveyed with the
respective units and cannot be changed and the Declarants, their
successors and assigns agree that fee title of the units and the
undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean
and refer to the actual and estimated expenses of operation of the
Association including reserves as may be found to be necessary by the
Board of Directors of the Association pursuant to this Declaration,
the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to
Hiram Mojica and Charles Stillwell, their successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarants for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6, Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7, Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8, Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9, Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The 12 separately designated and legally described fee simple estates consisting of the space and area of designated unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration, the ownership of each unit shall include the respective undivided interest in the Common Areas.

(c) The Declarants have not conveyed any part of any platted street and reserve the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the Properties which will interfere with the right of ingress and egress.

Section No. 10, Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11, Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1, Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the Owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court of violations of or to abate unreasonable disturbances;
(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. Such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easement for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarants and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the lien and personal obligation of Assessments. The declarations, for each Unit owned within the Property, hereby covenant, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be as expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificates from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalks which may be part of the Common Area, or not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an owner, the maximum annual assessment shall be $20.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an owner, the Maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 each unit 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 require-
ment, and the required quorum at the subsequent meeting shall be one-half
of the required quorum at the preceding meeting. No such subsequent
meeting shall be held more than sixty (60) days following the preceding
meeting.

Section No. 6. Uniform Rate of Assessment: Both annual and special
assessments must be fixed at a uniform rate for all units and may be
collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence
as to all units on the first day of the month following the conveyance of
the Common Area. The first annual assessment shall be adjusted
according to the numbers of months remaining in the calendar year.
The board of directors shall fix the amount of the annual assessment against
each unit at least thirty (30) days in advance of each annual assessment
period. Written notice of the annual assessment shall be sent to
every owner subject thereto. The due dates shall be established by
the board of directors. The Association shall, upon demand, and for
a reasonable charge, furnish a certificate signed by an officer of the
Association setting forth whether the assessments on a specific unit
have been paid. A properly executed certificate on a unit is binding
upon the Association as of the date of its issuance.

Section No. 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
eighteen percent (18%) per annum. The Association may
bring an action at law against the owner personally obligated to pay
the same, or foreclose the lien against the property. The Board
of Directors of the Association shall have the power to bid in the
unit at the foreclosure sale and to hold, lease, mortgage and convey
the unit. Any action at law brought to recover a money judgment for
nonpayment of assessments shall be maintained without foreclosing or
waiving the lien securing payment of the assessments. No Owner may
waive or otherwise escape liability for the assessments provided for
herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not
affect the assessment lien. However, the sale or transfer of any unit
pursuant to mortgage foreclosure or any proceeding in lieu thereof,
shall extinguish the lien of such assessments as to payments which
become due prior to such sale or transfer. No sale or transfer
shall relieve such unit from liability for any assessments thereafter
becoming due from the lien thereof.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and
maintain an adequate reserve fund for the periodic maintenance, repair
and replacement of improvements to the common areas and those restricted
common areas which the Association may be obligated to maintain. The
fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the
initial months of the Association's operation equal to at least a two
months' estimated common area charge for each unit. Each unit's share
of the working capital fund must be collected and transferred to the
Association at the time of closing of the sale of each unit and
maintained in a segregated account for the use and benefit of the
Association. The contribution to the working capital fund for each
unsold unit shall be paid to the Association within 60 days after the
date of the conveyance of the first unit. The purpose of the fund is
to insure that the Association board will have cash available to meet
unforeseen expenditures, or to acquire additional equipment or services
deemed necessary or desirable by the board. Amounts paid into the fund

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are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping 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, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance.
covering the same loss. The policy shall also contain an Agreed Amount
Endorsement and an Inflation Guard Endorsement if these are available
and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally
covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with
respect to projects similar in construction, location and use, including
all perils normally covered by the standard "all risk endorsement",
if available.

Section No. 2. Liability Insurance. The Association shall obtain,
maintain and pay the premiums upon an acceptable comprehensive general
type policy of liability insurance covering all the Common Areas,
any restricted common areas, and public ways with coverage of at least
One Million Dollars ($1,000,000) for bodily injury or death and property
damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and
maintain a fidelity bond covering all officers and directors of the
Association who are responsible for the funds of or administration of
the Association in an amount at least equal to the estimated maximum
of funds, including any reserve funds in the custody of the Association
but not less than three (3) months' assessments on all units and any
reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity Bonds shall name the Association as an
obligee;

(b) The bonds shall contain waivers by the issuers of
the bonds of all defenses based upon the exclusion of persons serving
without compensation from the definition of "employees," or similar
terms or expressions;

(c) The premiums on all bonds required herein for the
Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds
shall contain a provision that they cannot be cancelled or substantially
modified by any party without at least ten (10) days prior written
notice to the Association and to each Eligible Holder, Insurer or
Guarantor which is listed on a schedule of Eligible Holders, Insurers
and Guarantors in the insurance policy.

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

Section No. 1. Annexation Without Approval of Class "A"
Membership. This Section has been deleted.

Section No. 2. Annexation with Approval of Class "A" Membership.
This Section has been deleted.
ARTICLE IX. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer of director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers of Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers of Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration.
Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any liens or encumbrances which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interest in the general restricted common areas of the unit or the liability for any assessments for the unit or for the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 19th day of November, 1981.

DECLARANT:

[Signatures]

Charles L. Stilwell
EXHIBIT "A"
COMMON AREAS
DESCRIPTION - LOT 1E

All of Lot 1 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 1 and more particularly described as follows:

Commencing at the southwest corner of said Lot 1,

thence N 80°25'31" E - 40.66 feet to the southwest corner of the parcel being described;

thence N 00°42'10" W - 40.10 feet to a point;

thence N 99°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 09°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 09°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 09°17'50" E - 20.00 feet to a point;

thence S 00°42'10" E - 40.10 feet to a point;

thence S 09°17'50" W - 20.30 feet to a point;

thence S 01°42'10" E - 4.00 feet to a point;

thence S 09°17'50" W - 20.00 feet to a point;

thence S 01°42'10" E - 4.00 feet to a point;

thence S 09°17'50" W - 20.00 feet to the point of beginning.

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Said remainder shall be known as Lot 1E, and shall be owned and maintained by a Homeowners Association, to be formed for that purpose. Said Lot 1E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
DESCRIPTION - LOT 2E

All of Lot 2 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 2 and more particularly described as follows:

Commencing at the southwest corner of said Lot 2,

thence N 52°59'38" E - 50.03 feet to the southwest corner of the parcel being described;

thence N 00°22'33" W - 40.00 feet to a point;

thence N89°37'27"E - 20.00 feet to a point;

thence N 00°22'33" W - 4.00 feet to a point;

thence N 00°22'33" W - 20.00 feet to a point;

thence N 00°22'33" W - 4.00 feet to a point;

thence N 00°22'33" W - 20.00 feet to a point;

thence S 00°22'33" E - 40.00 feet to a point;

thence N 00°22'33" W - 20.00 feet to a point;

thence S 00°22'33" E - 4.00 feet to a point;

thence N 00°22'33" W - 20.00 feet to a point;

thence S 00°22'33" E - 4.00 feet to a point;

thence N 00°22'33" W - 20.00 feet to the point of beginning.

Said remainder shall be known as Lot 1E, and shall be owned and maintained by a Homeowners Association to be formed for that purpose. Said Lot 1E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
Description - Lot 3E

All of Lot 3 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 3 and more particularly described as follows:

Commencing at the southwest corner of said Lot 3,

thence N 83°29'28" E - 40.49 feet to the southwest corner of the parcel being described;

thence N 00°29'13" W - 40.00 feet to a point;

thence N 89°33'28" E - 20.00 feet to a point;

thence N 00°26'32" W - 4.00 feet to a point;

thence N 89°33'28" E - 20.00 feet to a point;

thence N 00°26'32" W - 4.00 feet to a point;

thence N 89°33'28" E - 20.00 feet to a point;

thence S 00°26'32" E - 40.00 feet to a point;

thence S 89°33'28" W - 20.00 feet to a point;

thence S 00°26'32" E - 4.00 feet to a point;

thence S 89°33'28" W - 20.00 feet to a point;

thence S 00°26'32" E - 4.00 feet to a point;

thence S 89°33'28" W - 20.00 feet to the point of beginning.

Said remainder shall be known as Lot 3E, and shall be owned and maintained by a Homeowners Association to be formed for that purpose. Said Lot 3E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
Hiram Nijica and Charles L. Sittelwell, hereinafter referred to as
"Declarants".

WITNESS:

WHEREAS, Declarants are the owners of certain property in the
City of Casper, County of Natrona, State of Wyoming, which is more
particularly described as:

Lots 1, 2, and 3, Block 16, Eastward Heights

NOW, THEREFORE, Declarants hereby declare that all of the
properties described above shall be held, sold and conveyed subject
to the following covenants, restrictions, covenants and conditions,
which are for the purpose of protecting the value and desirability of,
and which shall run with, the real property and be binding on all
parties having any right, title or interest in the described properties
or any part thereof, their heirs, successors and assigns, and shall
inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer
to PENNSYLVANIA COURT HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "A"

(a) The undivided interest in the Common Area which shall
be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 12</td>
<td>1/12</td>
</tr>
</tbody>
</table>

The above undivided interests are to be conveyed with the
respective units and cannot be changed and the Declarants, their
successors and assigns agree that fee title of the units and the
undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean
and refer to the actual and estimated expenses of operation of the
Association including reserves as may be found to be necessary by the
Board of Directors of the Association pursuant to this Declaration,
the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarants" shall mean and refer to
Hiram Nijica and Charles Sittelwell, their successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarants for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.

THIS DOCUMENT IS BEING RE-RECORDED SOLELY TO CORRECT THE LEGAL DESCRIPTION
OF LDT 26.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The 12 separately designated and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each unit shall include the respective undivided interest in the Common Areas.

(c) The Declarants have not conveyed any part of any platted street and reserve the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easement for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting members:

Class A. Class A members shall be all Owners, with the exception of the Declarants, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the Secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the Secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarants and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2. on December 31, 1985.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this Declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Unit owned within the Properties, hereby covenant, and each Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the Owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $20.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 require-
ment, and the required quorum at the subsequent meeting shall be one-half
of the required quorum at the proceeding meeting. No such subsequent
meeting shall be held more than sixty (60) days following the proceeding
meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special
assessments must be fixed at a uniform rate for all units and may be
collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence
as to all units on the first day of the month following the conveyance
of the Common Area. The first annual assessment shall be adjusted
according to the numbers of months remaining in the calendar year.
The board of directors shall fix the amount of the annual assessment against
each unit at least thirty (30) days in advance of each annual assessment
period. Written notice of the annual assessment shall be sent to
every owner subject thereto. The due dates shall be established by
for the board of directors. The Association shall, upon demand, and for
a reasonable charge, furnish a certificate signed by an officer of the
Association setting forth whether the assessments on a specific unit
have been paid. A properly executed certificate on a unit is binding
upon the Association as of the date of its issuance.

Section No. 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 eighteen percent (18%) per annum. The Association may
bring an action at law against the owner personally obligated to pay
the same, or foreclose the lien against the property. The board
of directors of the Association shall have the power to bid in the
unit at the foreclosure sale and to hold, lease, mortgage and convey
the unit. Any action at law brought to recover a money judgment for
nonpayment of assessments shall be maintained without foreclosing or
waiving the lien securing payment of the assessments. No owner may
waive or otherwise escape liability for the assessments provided for
herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not
affect the assessment lien. However, the sale or transfer of any unit
pursuant to mortgage foreclosure or any proceeding in lieu thereof,
shall extinguish the lien of such assessments as to payments which
become due prior to such sale or transfer. No sale or transfer
shall relieve such unit from liability for any assessments thereafter
becoming due after the lien thereof.

Section No. 10. Reserves and Working Capital.
(a) The Association shall be required to establish and
maintain an adequate reserve fund for the periodic maintenance, repair
and replacement of improvements to the common areas and those restricted
common areas which the Association may be obligated to maintain. The
fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the
initial months of the Association's operation to at least a two
months' estimated common area charge for each unit. Each unit's share
of the working capital fund must be collected and transferred to the
Association at the time of closing of the sale of each unit and
maintained in a segregated account for the use and benefit of the
Association. The contribution to the working capital fund for each
unsold unit shall be paid to the Association within 60 days after the
date of conveyance of the first unit. The purpose of the fund is
to ensure that the Association will have cash available to meet
unforeseen expenditures, or to acquire additional equipment or services
ded necessary or desirable by the board. Amounts paid into the fund

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are not to be considered as advance payment of annual assessments.

ARTICLE VI. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Homes or the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner’s successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property applies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision that the policy is primary in the event the unit owner has other insurance.
covering the same loss. The policy shall also contain an **Appraiser** Amount Endorsement and an **Inflation Guard** Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

**Section No. 2. Liability Insurance.** The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

**Section No. 3. Fidelity Bond.** The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less that three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity Bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

**Section No. 4. Notice.** Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

**ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY**

**Section No. 1. Annexation Without Approval of Class "A" Membership.** This section has been deleted.

**Section No. 2. Annexation with Approval of Class "A" Membership.** This section has been deleted.
ARTICLE IV. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and succeeded to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer of director, and the officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any officer or director, or former officer of director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers of Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers of Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and
Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney.
Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements.
The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 19th day of NOVEMBER, 1981.

DECLARANTS:

[Signatures]

Charles L. Stillwell
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).
EXHIBIT "A"

COMMON AREAS

DESCRIPTION - LOT 1E

All of Lot 1 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 1 and more particularly described as follows:

Commencing at the southwest corner of said Lot 1, thence N 00°25'31" E - 40.56 feet to the southwest corner of the parcel being described;

thence N 00°42'10" W - 40.10 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 40.10 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 40.10 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 89°17'50" E - 4.00 feet to a point;

thence N 00°42'10" W - 20.00 feet to a point;

thence N 89°17'50" E - 20.00 feet to a point;

thence N 00°42'10" W - 4.00 feet to a point;

thence N 89°17'50" E - 4.00 feet to a point;

thence N 89°17'50" E - 20.00 feet to the point of beginning.

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Said remainder shall be known as Lot 1E, and shall be owned and maintained by a Homeowners Association, to be formed for that purpose. Said Lot 1E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
DESCRIPTION - LOT 2E

All of Lot 2 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 2 and more particularly described as follows:

Commencing at the southwest corner of said Lot 2,

thence N 52°59'38" E - 50.03 Feet to the southwest corner of the parcel being described;

thence N 00°22'33" W - 40.00 Feet to a point;
thence N89°37'27"E - 20.00 Feet to a point;

thence N 00°22'33" W - 4.00 Feet to a point;
thence N 09°37'27" E - 20.00 Feet to a point;
thence N 00°22'33" W - 4.00 Feet to a point;
thence N 09°37'27" E - 20.00 Feet to a point;
thence N 00°22'33" W - 4.00 Feet to a point;
thence N 09°37'27" E - 20.00 Feet to a point;
thence S 00°22'33" E - 40.00 Feet to a point;
thence S 09°37'27" W - 20.00 Feet to a point;
thence S 00°22'33" E - 4.00 Feet to a point;
thence S 09°37'27" W - 20.00 Feet to a point;
thence S 00°22'33" E - 4.00 Feet to a point;
thence S 09°37'27" W - 20.00 Feet to the point of beginning.

Said remainder shall be known as Lot 2E, and shall be owned and maintained by a Homeowners Association to be formed for that purpose. Said Lot 2E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
Description - Lot 3E

All of Lot 3 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 3 and more particularly described as follows:

Commencing at the southwest corner of said Lot 3, thence N 03°20'26" E - 40.49 feet to the southwest corner of the parcel being described;

thence N 00°26'32" W - 40.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence S 00°26'32" E - 40.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to a point;
thence S 00°26'32" E - 4.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to a point;
thence S 00°26'32" E - 4.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to the point of beginning.

Said remainder shall be known as Lot 3E, and shall be owned and maintained by a Homeowners Association to be formed for that purpose. Said Lot 3E shall be considered as common ground, and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
GETTYSBURG HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of
Casper, County of Natrona, State of Wyoming, which is more particularly
described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
covenants, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assignees, and shall inure to the benefit of each
other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to
GETTYSBURG HOMEOWNERS ASSOCIATION, its successors and assignees.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be
conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
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</thead>
</table>

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective
units and cannot be changed and the Declarant, its successors and assigns
agree that see title of the units and the undivided interest in the
Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and
refer to the actual and estimated expenses of operation the Association
including reserves as may be found to be necessary by the Board of
Directors of the Association pursuant to this Declaration, the bylaws
and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to
Gettysburg Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The Eight separately designated and legally described fee simple estates consisting of the space and area of designated Units devoted to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

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

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances.
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

2. on December 31, 1985.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Decedent, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and a reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the Owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $0.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 Eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to ensure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplied equal to or 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other
insurance covering the same loss. The policy shall also contain an
Agreed Amount Endorsement and an Inflation Guard Endorsement if these
are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered
by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with
respect to projects similar in construction, location and use, including
all perils normally covered by the standard "all risk endorsement", if
available.

Section No. 2. Liability Insurance. The Association shall obtain,
maintain and pay the premiums upon an acceptable comprehensive general
type policy of liability insurance covering all the Common Areas, any
restricted common areas, and public ways with coverage of at least One
Million Dollars ($1,000,000) for bodily injury or death and property
damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and
maintain a fidelity bond covering all officers and directors of the
Association who are responsible for the funds of or administration of
the Association in an amount at least equal to the estimated maximum of
funds, including any reserve funds in the custody of the Association but
not less than three (3) months' assessments on all units and any reserve
fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the
bonds of all defenses based upon the exclusion of persons serving without
compensation from the definition of "employee," or similar terms or
expressions;

(c) The premiums on all bonds required herein for the Association
shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall
contain a provision that they cannot be cancelled or substantially
modified by any party without at least ten (10) days prior written
notice to the Association and to each Eligible Holder, Insurer or Guarantor
which is listed on a schedule of Eligible Holders, Insurers and Guarantors
in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these
covenants or restrictions by judgment or court order shall in no way
affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this
declaration shall run with said land, for a term of twenty (20)
years from the date this declaration is recorded, after which time they
shall be automatically extended for successive periods of ten (10)
years. This declaration may be amended during the first 20-year period
by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consented to by at least fifty-one percent (51%) of the
Eligible Holders holding mortgages on the units, and thereafter by an
instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgage on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful malfeasance, misfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an
Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, records, and financial statements of the Association during normal business hours.

Section 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 24th day of February, 1982.

DECLARANT:

GETTYSBURG HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by

D.J. Peck
Deborah N. Peck
Ray Walker

this 24th day of February, 1982.

Witness my hand and official seal.

Notary Public

[Signature]

My commission expires:

Carolyn Clahugh - Notary Public
County of Natrona State of Wyoming
My Commission Expires Aug. 22, 1983
A portion of Lot 5, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 5, thence N 54°55'35" E - 71.26 feet to the southwest corner of Lot 58 and the Point of Beginning;

thence N 00°02'13" W - 17.00 feet to a point;

thence N 89°59'30" E - 64.35 feet to a point;

thence S 00°02'13" E - 16.99 feet to a point;

thence S 89°57'47" W - 64.35 feet to the Point of Beginning.

Description by

[Signature]

Charles K. Wolz, P.E., P.L.S.
DESCRIPTION 5A

A portion of Lot 5, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 5, thence N 45°10'40" E - 82.21 feet to the southwest corner of Lot 5A and the Point of Beginning;

thence N 00°02'13" W - 17.00 feet to a point;

thence N 89°59'13" E - 64.35 feet to a point;

thence S 00°02'13" E - 15.99 feet to a point;

thence S 89°58'30" N - 64.35 feet to the Point of Beginning.
DESCRIPTION 5C

A portion of Lot 5, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 5, thence N 67°40'43" E - 63.06 feet to the southwest corner of Lot 5C and the Point of Beginning;

thence N 00°02'13" W - 17.00 feet to a point;

thence N 09°57'47" E - 64.35 feet to a point;

thence S 00°02'13" E - 17.00 feet to a point;

thence S 09°57'47" W - 64.35 feet to the Point of Beginning.

Charles A. Koetz, P.E. S.L.C.
DESCRIPTION 50

A portion of Lot 5, Block 16, Eastward Heights I Addition, City of Casper, Natrona County, Wyoming, being more particularly described as follows:

Commencing at the southwest corner of said Lot 5, thence N 83°12'29" E - 50.76 feet to the southwest corner of Lot 50 and the Point of Beginning;

thence N 00°02'13" W - 17.00 feet to a point;

thence N 89°57'47" E - 64.35 feet to a point;

thence S 00°02'13" E - 17.00 feet to a point;

thence S 89°57'47" W - 64.35 feet to the Point of Beginning.

Charles K. Wolz, P.E. & L.S.

DESCRIPTION 5E

All of Lots 4 and 5 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 4 and 5, being more particularly described as follows:

Commencing at the northwest corner of said Lot 4, thence S 83°09'14" E - 59.08 feet to the northwest corner of the parcel and the Point of Beginning;

thence S 89°58'38" E - 64.35 feet to a point;

thence S 0°02'13" E - 135.94 feet to a point;

thence S 89°57'47" W - 64.35 feet to a point;

thence N 0°02'13" W - 136.00 feet to the Point of Beginning.

Said remainder of Lots 4 and 5 shall be known as Lot 5E and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 5E shall be considered as common ground and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.

Description by

C. K. Woltz, P.E.

STATE OF WYOMING
DESCRIPTION 4A

A portion of Lot 4, Block 16, Eastward Heights I Addition

...to the City of Casper, Natrona County, Wyoming, being more particularly described as follows:

Commencing at the northwest corner of said Lot 4, thence

S 83°09'14" E - 59.00 feet to the northwest corner of Lot 4A and the Point of Beginning;

thence S 89°58'38" E - 64.35 feet to a point;

thence S 00°02'13" E - 17.00 feet to a point;

thence N 89°58'38" W - 64.35 feet to a point;

thence N 00°02'13" W - 17.00 feet to the Point of Beginning.
DESCRIPTION 4B

A portion of Lot 4, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Lot 4, thence S 67°41'55" E - 63.41 feet to the northwest corner of Lot 4B and the Point of Beginning;

thence S 83°58'38" E - 64.35 feet to a point;

thence S 00°02'13" E - 16.99 feet to a point;

thence N 09°59'21" W - 64.35 feet to a point;

thence N 00°02'13" W - 17.00 feet to the Point of Beginning

Description by

[Signature]

C. K. Wolz, P.E. G.L.S.
DESCRIPTION 4C

A portion of Lot 4, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Lot 4, thence S 55°01'38" E - 71.61 Feet to the northwest corner of Lot 4C and the Point of Beginning;

thence S 08°59'21" E - 54.35 Feet to a point;
thence S 00°02'13" E - 16.99 Feet to a point;
thence S 89°59'48" W - 54.35 Feet to a point;
thence N 00°02'13" W - 17.00 Feet to the Point of Beginning.
DESCRIPTION 40

A portion of Lots 4 and 5, Block 10, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northwest corner of said Lot 4, thence S 45°18'54" E - 82.54 feet to the northwest corner of Lot 40 and the Point of Beginning;

thence N 09°59'48" E - 64.35 feet to a point;
thence S 00°02'13" E - 16.03 feet to the south line of said Lot 4;
thence continuing S 00°02'13" E - 0.16 feet into said Lot 5 to a point;
thence S 09°59'13" W - 64.35 feet to a point;
thence N 00°02'13" W - 0.11 feet to the south line of said Lot 4;
thence continuing N 00°02'13" W - 16.09 feet to the Point of Beginning.
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THE MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 5, BLOCK 16, EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1451 PENNSYLVANIA AVE, THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 200 FEET IN A NORTHERLY DIRECTION FROM 15TH STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 0.11 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE ENCLOSEMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS (44.7) FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12TH DAY OF JANUARY, 1982.

CHARLES K. WOLZ, P.E. 632-41-2570
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 4 Block 16 EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER Pennsylvania Ave., This property is situated on the EAST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED 275 FEET IN A NORTHERLY DIRECTION FROM 16TH STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN _______ FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE / ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.36 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYO. THIS 14th DAY OF MAY, 1982.

CHARLES K. WOLZ, P.E. AND P. S. WYO. LIC. NO. 832
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SILVER SPRINGS
HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of
Casper, County of Natrona, State of Wyoming, which is more particularly
described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
covenants, restrictions, conditions and covenants, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each
other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to SILVER
SPRINGS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereon) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be
conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
</table>

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective
units and cannot be changed and the Declarant, its successors and assigns
agree that fee title of the units and the undivided interest in the
Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and refer
to the actual and estimated expenses of operation the Association
including reserves as may be found to be necessary by the Board of
Directors of the Association pursuant to this Declaration, the bylaws
and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to
Meadowlark Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions thereto may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The separately designated and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Areas. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the Properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the Properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Areas.

ARTICLE IX. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall include appurtenance to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all
or any part of the Common Area to any public agency, authority, or
utility for such purposes and subject to such conditions as may be
agreed to by the members. No such dedication or transfer shall be
effective unless an instrument agreeing to such dedication or transfer
signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each
owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall
bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective
owners only as a private dwelling for the owner, his family, tenants and
contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each
unit, his successor and assigns, shall have the unrestricted right of
 ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the
Common Area encroaches on any unit or any unit encroaches on the Common
Area or any unit encroaches upon another unit as a result of construction,
reconstruction or repair, a valid easement for the encroachment and the
maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in
accordance with the bylaws, his right of enjoyment to the Common Area
and facilities to the members of his family, his lessees, or contract
purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment
shall be a member of the Association. Membership shall be appurtenant
to and may not be separated from ownership of any unit which is subject
to assessment.

Section No. 2. The Association shall have two classes of voting
memberships:

Class A. Class A members shall be all Owners, with the exception
of the Declarant, and shall be entitled to one vote for each unit owned.
When more than one person holds an interest in any unit, all such persons
shall be members. The vote for such unit shall be exercised as they
determine, but in no event shall more than one vote be cast with respect
to any unit. The Owners shall advise the secretary of the Association
who is to exercise the vote of the unit. In the absence of such advice,
the unit's vote shall be suspended in the event more than one person
exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign
the voting right to the lessee provided a copy of the lease is furnished
to the secretary of the Association prior to the lessee exercising the
unit's vote.

Class B. Class B members shall be the Declarant and shall
be entitled to three votes for each unit owned. The Class B membership
shall cease and be converted to Class A membership on the happening of
either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership
equal the total votes outstanding in the Class B membership;
or

(2) on __________________. 19___.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the Owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $ per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized. Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 2 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 requirements, and the required quorum at the subsequent meeting shall be one-half of
the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declaration. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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-half percent (½%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage or convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise release liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use of the Association. The contributions to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

- 5 -

331739
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping 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, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the houses upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Areas and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit
owner will not prejudice coverage under the policy and a provision
the policy is primary in the event the unit owner has other insurance
covering the same loss. The policy shall also contain an Agreed Amount
Endorsement and an Inflation Guard Endorsement if these are available
and shall afford as a minimum the following protection:

(c) loss or damage by fire and other perils normally covered
by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with
respect to projects similar in construction, location and use, including
all perils normally covered by the standard "all risk endorsement", if
available.

Section No. 2. Liability Insurance. The Association shall obtain,
maintain and pay the premiums upon an acceptable comprehensive general
reason policy of liability insurance covering all the Common Areas, any
restricted common areas, and public ways with coverage of at least One
Million Dollars ($1,000,000) for bodily injury or death and property
damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and
maintain a fidelity bond covering all officers and directors of the
Association who are responsible for the funds of or administration of
the Association in an amount at least equal to the estimated maximum of
funds, including any reserve funds in the custody of the Association but
not less than three (3) months' assessments on all units and any reserve
fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the
bonds of all defenses based upon the exclusion of persons serving without
compensation from the definition of "employees," or similar terms or
expressions;

(c) The premiums on all bonds required herein for the Association
shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall
contain a provision that they cannot be cancelled or substantially
modified by any party without at least ten (10) days prior written
notice to the Association and to each Eligible Holder, Insurer or Guarantor
which is listed on a schedule of Eligible Holders, Insurers and Guarantors
in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these
covenants or restrictions by judgment or court order shall in no way
affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this
declaration shall run with and bind the land, for a term of twenty (20)
years from the date this declaration is recorded, after which time they
shall be automatically extended for successive periods of ten (10)
years. This declaration may be amended during the first 20-year period
by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consented to by at least fifty-one percent (51%) of the eligible holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the eligible holders holding mortgages on the units. Any amendment must be recorded.

Section 13.4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 15.5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section 16. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 17. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability.
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 24th day of February 1982.

DECLARANT:

SILVER SPRINGS HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Elizabeth Mosteller Ott, Stephen Ott and Viola E. Walker, this 24th day of February 1982.

Witness my hand and official seal.

[Notary Public Signature]

My commission expires:

Carolyn Schaufler - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Aug 25, 1993

331739
DESCRIPTION 6A

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 44°36'25" E - 83.36 feet to the southwest corner of Lot 6A and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

C. K. Wolz,
PROFESSIONAL ENGINEER
STATE OF WYOMING

331739
DESCRIPTION 68

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 54°05'53" E - 72.22 feet to the southwest corner of Lot 60 and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;

thence S 00°08'13" W - 17.00 feet to a point;

thence N 89°51'47" W - 60.2 feet to a point;

thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

Description

C. K. Woll

PROFESSIONAL ENGINEER

632

STATE OF WYOMING
DESCRIPTION 6C

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 66°33'25" E - 63.72 feet to the southwest corner of Lot 6C and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

Description

C. K. Wolt, State of Wyoming

334739
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290

December 8, 1981

DESCRIPTION 60

A portion of Lot 6, Block 1G, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 81°51'56" E - 59.01 feet to the southwest corner of Lot 60 and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

Description

C. K. Wolz, P.E.
REGISTERED PROFESSIONAL ENGINEER
STATE OF WYOMING

331739
ALL OF LOT 6, BLOCK 16, EASTWARD HEIGHTS 1, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT A PARCEL OF LAND CONTAINED WHOLLY WITHIN SAID LOT 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81°51'56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00°08'13" E., 78.00 FEET TO A POINT; THENCE S. 89°51'47" E., 60.2 FEET TO A POINT; THENCE S. 00°08'13" W., 78.00 FEET TO A POINT; THENCE N. 89°51'47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
I, CHARLES K. HOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 6 BLOCK 12, EASTWARD HEIGHT 1 ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER [RE PENNSYLVANIA AVE], THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED [RE] FEET IN A NORTH DIRECTION FROM [RE] STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN [RE] FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS [RE] FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS [RE] DAY OF [RE], 199[RE].

[Signature]
CHARLES K. HOLZ, P.E. 132500 LUSI WY, LIC. NO. 633
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TEAKWOOD
HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of
Casper, County of Natrona, State of Wyoming, which is more particularly
described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
covenants, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each
other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to
TEAKWOOD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "B"

(a) "The undivided interest in the Common Area which shall be
conveyed to each unit is as follows:

Unit Number: Percentage of Undivided Interest

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective
units and cannot be changed and the Declarant, its successors and assigns
agree that fee title of the units and the undivided interest in the
Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and
refer to the actual and estimated expenses of operation the Association
including reserves as may be found to be necessary by the Board of
Directors of the Association pursuant to this Declaration, the bylaws
and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to
Mead Clark homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The separately designated and legally described fee simple estates consisting of the space and area of designated unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

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

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2) on ____________, 19__.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments
The Declaratant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $_______ per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 consent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 ________ percent (%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved by writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Area and personal property supplies equal to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit

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owner will not prejudice coverage under the policy and a provision the policy isprimary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an agreed amount endorsement and an inflation guard endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section 10.4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers’ and directors’ liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notice of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability.
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceedings or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 22nd day of November, 1982,

DECLARANT:

TEAKWOOD HOMEOWNERS ASSOCIATION

James A. Bieganka
(JAMES A. BIEGANKA)

John M. Bieganka
(JOHN M. BIEGANKA)

Leon A. Athman
(LEON A. ATHMAN)

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by

JOHN M. BIEGANKA, LEON A. ATHMAN, and JAMES A. BIEGANKA,
this 22nd day of NOVEMBER, 1982.

Witness my hand and official seal.

Notary Public

Anna M. Mallet
County of Natrona
State of Wyoming
My Commission Expires Jan. 29, 1984

332131
DESCRIPTION 9 A

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16, thence S 0º39'49" W - 125.12 feet to the northeast corner of Lot 9 A and the Point of Beginning;
thence S 0º03'01" W - 16.5 feet to a point;
thence S 89º58'01" W - 58.1 feet to a point;
thence N 0º03'01" E - 16.5 feet to a point;
thence N 89º58'01" E - 58.1 feet to the Point of Beginning.

Description

C. K. Wolz,
PROFESSIONAL ENGINEER
632
STATE OF WYOMING

332131
DESCRIPTION 9B

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16,
thence S 07°39'54" W - 108.75 feet to the northeast corner of Lot 9 B and the Point of Beginning;
thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

C. K. Wolz, P.E.
State of Wyoming
Registered Engineer
632
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290
February 9, 1982

DESCRIPTION 9 C

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16,

thence S 03°01'14" W - 92.42 feet to the northeast corner of Lot 9 C and the Point of Beginning;

thence S 0°03'04" W - 16.5 feet to a point;

thence S 89°58'01" W - 58.1 feet to a point;

thence N 0°03'04" E - 16.5 feet to a point;

thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.
PROFESSIONAL ENGINEER
STATE OF WYOMING

332131
DESCRIPTION 9 D

A portion of Lot 10 of Block 16, Eastward Heights I Addition, to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16, thence S 10°57'24" W - 76.16 feet to the northeast corner of Lot 9 D and the Point of Beginning;
   thence S 0°03'01" W - 16.5 feet to a point;
   thence S 89°58'01" W - 58.1 feet to a point;
   thence N 0°03'01" E - 16.5 feet to a point;
   thence N 89°58'01" E - 58.1 feet to the Point of Beginning.
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. · SUITE 1 · CASPER, WYOMING 82601 · (307) 265-1290
February 9, 1982

DESCRIPTION 9 E

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 13°56'11" W - 63.04 feet to the northeast corner of Lot 9 E and the Point of Beginning;

thence S 0°03'01" W - 16.6 feet to a point;
thence S 89°56'04" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.6 feet to a point;
thence N 89°56'04" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz

Professional Land Surveyor

332131
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290

February 9, 1982

DESCRIPTION 9 F

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 19°04'37" W - 44.20 feet to the northeast corner of Lot 9 F and the Point of Beginning;

thence S 0°03'04" W - 16.5 feet to a point;

thence S 39°59'01" W - 58.1 feet to a point;

thence N 0°03'04" E - 16.5 feet to a point;

thence N 39°59'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.
PROFESSIONAL ENGINEER
632

332131
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. · SUITE 1 · CASPER, WYOMING 82601 · (307) 265-1290

February 9, 1982

DESCRIPTION 9 G

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 29°43'35" W - 29.11 feet to the northeast corner of Lot 9 G and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

PROFESSIONAL ENGINEER

STATE OF WYOMING

332131
DESCRIPTION 9 H

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 16.88 feet to the northeast corner of Lot 9 H and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;
thence S 69°58'04" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 69°58'04" E - 58.1 feet to the Point of Beginning.

Description by

[Signature]

C. K. Wolz, P.E.
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 9, 1982

DESCRIPTION 9 J

All of Lots 9 and 10 of Block 15, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 9 and 10, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 15.88 feet to the northeast corner of the parcel and the Point of Beginning;
thence S 0°03'01" W - 132 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 132 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Said remainder of Lots 9 and 10 shall be known as Lot 9 J and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 9 J shall be considered as common ground and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.

Description by

C. K. Wolz, P.E.

332131
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 9 & 10 BLOCK 16, EASTWARD HEIGHTS II ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1420 MISSOURI AVE. THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 70 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 6'74' FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20'44' FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1982.

CHARLES K. WOLZ, P.E. and C.S. WYO. LIC. NO. 632

332131
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by TEAKWOOD HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE 1. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to TEAKWOOD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
</table>

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that fee title of the units and the undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to Hayden-Jack Homeowners Association, its successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Association.

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Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The separately designated and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, pruning or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "A" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association’s Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner’s unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances.
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on December 31, 1982.

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Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $7.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all of 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 of
the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner whose unit has been paid. The properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage, and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to assure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping 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, exterior materials and colors shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law governing party walls shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Areas and any restricted Common Areas and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit

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owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) month's assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waives by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first twenty-year period by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consented to by at least fifty-one percent (51%) of the
Eligible Holders holding mortgages on the units, and thereafter by an
instrument signed by not less than seventy-five percent (75%) of the
unit owners and consented to by at least fifty-one percent (51%) of the
Eligible Holders holding mortgages on the units. Any amendment must be
recorded.

Section No. 4. Indemnification. The Association shall indemnify
every officer and director against any and all expenses, including
counsel fees, reasonably incurred by or imposed upon any officer or
director in connection with any action, suit, or other proceeding (including
settlement of any suit or proceeding, if approved by the then Board of
Directors) to which he or she may be a party by reason of being or
having been an officer or director. The officers and directors shall
not be liable for any mistake of judgment, negligent or otherwise,
except for their own individual willful misfeasance, malfeasance,
misconduct or bad faith. The officers and directors shall have no
personal liability with respect to any contract or other commitment made
by them, in good faith, on behalf of the Association (except to the
extent that such officers or directors may also be members of the Association),
and the Association shall indemnify and forever hold each such officer
and director free and harmless against any and all liability to others
on account of any such contract or commitment. Any right to indemnification
provided for herein shall not be exclusive of any other rights to which
any officer or director, or former officer or director, may be entitled.
The Association shall, as a common expense, maintain adequate general
liability and officers' and directors' liability insurance to fund this
obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors.
As long as there is a Class III membership, the following actions will
require the prior approval of the Eligible Holders, Insurers or Guarantors
if: 1) annexation of additional property, 2) dedication of Common Area,
and 3) amendment of this Declaration of Covenants, Conditions and
Restrictions. If requested by an Eligible Holder, Insurer or Guarantor,
the Eligible Holder, Insurer or Guarantor will furnish evidence which
will show any lien or encumbrance which affects the property to be
amended before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or
Guarantor, upon written request to the Association (such request to
state the name and address of such Eligible Holder, Insurer or Guarantor
and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a
change in the boundaries of any unit or the exclusive easement rights
of the unit or the interests in the general restricted common areas of
the unit or the liability for any assessments for the unit or the number of
votes in the Association for any unit or the purposes to which any unit
or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects
a material portion of the units or which affects any unit on which there
is a first mortgage held, insured or guaranteed by such Eligible Holder,
Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges
owed by an owner of a unit subject to the mortgage of such Eligible
Holder, Insurer or Guarantor, where such delinquency has continued for
a period of 60 days;

(d) Any lapse, cancellation or material modification of any
insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each
owner appoints the Association or its authorized representative as
attorney-in-fact for purchasing and maintaining the property and liability
insurance and to submit all claims and execute all necessary documents. The Association shall make available for inspection by every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit, the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 25th day of May, 1982.

DECLARANT:

TEAKWOOD HOMEOWNERS ASSOCIATION

James A. Biegne
(JAMES A. BIEGANIEK)

Joan M. Biegne
(JOAN M. BIEGANIEK)

Leon A. Athman
(LEON A. ATHMAN)

STATE OF WYOMING  ) ss.
COUNTY OF NATRONA  )

The foregoing instrument was acknowledged before me by

JOHN M. BIEGANIEK, LEON A. ATHMAN and JAMES A. BIEGANIEK,
this 25th day of May, 1982.

Witness my hand and official seal.

Anna M. Mallet
Notary Public

My commission expires:

1-29-84

332131
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SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 9 & 10, BLOCK 16, EASTWARD HEIGHTS I ADDITION,
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

THIS PROPERTY IS LOCATED 79 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 0.75 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20.54 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1962.

CHARLES K. WOLZ, P.E. AND C.S. WYO. LIC. NO. 632
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 9, 1982

DESCRIPTION 9 A

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16, thence S 06°39'49" W - 125.12 feet to the northeast corner of Lot 9 A and the Point of Beginning; thence S 0°03'01" W - 16.5 feet to a point; thence S 89°58'01" W - 58.1 feet to a point; thence N 0°03'01" E - 16.5 feet to a point; thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description

C. K. Wolz, P.E.
STATE OF WYOMING

332134
3325066
A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16,
  thence S 07°39'54" W - 108.75 feet to the northeast corner of Lot 9 B and the Point of Beginning;
  thence S 0°03'01" W - 16.5 feet to a point;
  thence S 89°58'01" W - 58.1 feet to a point;
  thence N 0°03'01" E - 16.5 feet to a point;
  thence N 89°58'01" E - 58.1 feet to the Point of Beginning.
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290
February 9, 1982

DESCRIPTION 9 C

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16, thence S 09°01'14" W - 92.42 feet to the northeast corner of Lot 9 C and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'04" E - 16.5 feet to a point;
thence N 89°58'01" E - 59.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

[Signature]

PROFESSIONAL ENGINEER
WYOMING

332131
335066
DESCRIPTION 9 D

A portion of Lot 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of Lot 9 of Block 16,

thence S 10°57'24" W - 76.16 feet to the northeast corner of Lot 9 D and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;

thence S 89°58'01" W - 58.1 feet to a point;

thence N 0°03'01" E - 16.5 feet to a point;

thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, R.P.

332164
335066
DESCRIPTION 9 E

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 13° 56' 11" W - 60.04 feet to the northeast corner of Lot 9 E and the Point of Beginning;

thence S 0° 03' 01" W - 16.5 feet to a point;
thence S 89° 58' 01" W - 58.1 feet to a point;
thence N 0° 03' 01" E - 16.5 feet to a point;
thence N 89° 58' 01" E - 58.1 feet to the Point of Beginning.

Description by

[Signature]

C. K. Wolz, P.E.
PROFESSIONAL ENGINEER
STATE OF WYOMING

332131
335066
DESCRIPTION 9 F

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 19°04'37" W - 44.20 feet to the northeast corner of Lot 9 F and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

[Stamp: State of Wyoming]

332131
335066
A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 19°04'37" W - 44.20 feet to the northeast corner of Lot 9 F

and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;

thence S 89°58'01" W - 58.1 feet to a point;

thence N 0°03'01" E - 16.5 feet to a point;

thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.
DESCRIPTION 9 G

A portion of Lot 9 of Block 15, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 29°43'35" W - 29.11 feet to the northeast corner of Lot 9 G and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;

thence S 89°58'01" W - 58.1 feet to a point;

thence N 0°03'01" E - 16.5 feet to a point;

thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

[Signature]

C. K. Wolz, P.E.

State of Wyoming
DESCRIPTION 9 H

A portion of Lot 9 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 16.88 feet to the northeast corner of Lot 9 H and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

[Signature]

C. K. Wolz, P.E.
DESCRIPTION 9 J

All of Lots 9 and 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 9 and 10, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 16.88 feet to the northeast corner of the parcel and the Point of Beginning;
then S 0°03'01" W - 132 feet to a point;
then S 89°58'01" W - 58.1 feet to a point;
then N 0°03'01" E - 132 feet to a point;
then N 89°58'01" E - 58.1 feet to the Point of Beginning.

Said remainder of Lots 9 and 10 shall be known as Lot 9 J and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 9 J shall be considered as common ground and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.

Description by

C. K. Wolz, P.E.

332134
335066
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290

February 9, 1982

DESCRIPTION 9 J

All of Lots 9 and 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 9 and 10, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 16.88 feet to the northeast corner of the parcel and the Point of Beginning;

thence S 0°03'01" W - 132 feet to a point;

thence S 0°58'01" W - 58.1 feet to a point;

thence N 0°03'01" E - 132 feet to a point;

thence N 83°58'01" E - 50.1 feet to the Point of Beginning.

Said remainder of Lots 9 and 10 shall be known as Lot 9 J and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 9 J shall be considered as common ground and shall be considered as easement area for all public and private utility companies, and shall be for the free access of the owners, residents and guests of that parcel previously described.

Description by

Charles K. Wolz, P.E.
PROFESSIONAL ENGINEER

STATE OF WYOMING

235066
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).

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

SIGNATURES

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1982.

CHARLES K. WOLF, P.E.
A.M. & C.G.S. M.A.
No. 932

SURVEYOR’S CERTIFICATE

I, CHARLES K. WOLF, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

Exhibit B
I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE AND NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 9 & 10, BLOCK 16, EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1350, MISSOURI AVE. THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 90 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 5.74 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCRUSTMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20.54 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1982.

CHARLES K. WOLZ, P.E. AND E.S. WY. LIC. NO. 632
7325066
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by SILVER SPRINGS
HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of
Casper, County of Natrona, State of Wyoming, which is more particularly
described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
covenants, restrictions, covenants and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each
other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to SILVER
SPRINGS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be
calculated to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
</table>

(b) See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective
units and cannot be changed and the Declarant, its successors and assigns
agree that free of title of the units and the undivided interest in the
Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and
refer to the actual and estimated expenses of operation the Association
including reserves as may be found to be necessary by the Board of
Directors of the Association pursuant to this Declaration, the bylaws
and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to
Meadowlark Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The separate and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarent has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "A" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

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

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall appoint the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B-membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
(2) on _______ 31, 19____.

- 3 -

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Section No. 2. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE 17. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarat, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $1,800.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 requirements, and the required quorum at the subsequent meeting shall be one-half of the
the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments:
Due Date. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. 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 unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 5% (5%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital:

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, or shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplied equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit
owner will not prejudice coverage under the policy and and a provision the policy is primary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consents to by at least fifty-one percent (51%) of the
Eligible Holders holding mortgages on the units and thereafter by an
instrument signed by not less than seventy-five percent (75%) of the
unit owners and consents to by at least fifty-one percent (51%) of the
Eligible Holders holding mortgages on the units. Any amendment must be
recorded.

Section No. 4. Indemnification. The Association shall indemnify
every officer and director against any and all expenses, including
counsel fees, reasonably incurred by or imposed upon any officer or
director in connection with any action, suit, or other proceeding (including
settlement of any suit or proceeding, if approved by the then Board of
Directors) to which he or she may be a party by reason of being or
having been an officer or director. The officers and directors shall
not be liable for any mistake of judgment, negligent or otherwise,
except for their own individual willful misfeasance, malfeasance,
misconduct or bad faith. The officers and directors shall have no
personal liability with respect to any contract or other commitment made
by them, in good faith, on behalf of the Association (except to the
extent that such officers or directors may also be members of the Association),
and the Association shall indemnify and forever hold each such officer
and director free and harmless against any and all liability to others
on account of any such contract or commitment. Any right to indemnification
provided for herein shall be exclusive of, and other rights to which
any officer or director of the Association or director, may be entitled.
The Association shall, as a common expense, maintain adequate general
liability and officers' and directors' liability insurance to fund this
obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors.
As long as there is a Class B membership, the following sections will
require the prior approval of the Eligible Holders, Insurers or Guarantors
if: 1) annexation of additional property, 2) dedication of Common Area,
and 3) amendment of this Declaration of Covenants, Conditions and
Restrictions. If requested by an Eligible Holder, Insurer or Guarantor,
the Eligible Holder, Insurer or Guarantor will be furnished title evidence
which will show any lien or encumbrance which affects the property to be
annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or
Guarantor, upon written request to the Association (such request to
state the name and address of such Eligible Holder, Insurer or Guarantor
and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration effecting a
change in the boundaries of any unit or the exclusive easement rights
of the unit or the interests in the general restricted common areas of the
unit or the liability for any assessments for the unit or the number of
votes in the Association for any unit or the purposes to which any unit
or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects
a material portion of the units or which affects any unit on which there
is a first mortgage held, insured or guaranteed by such Eligible Holder,
Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges
owed by an owner of a unit subject to the mortgage of such Eligible
Holder, Insurer or Guarantor, where such delinquency has continued for a
period of 60 days;

(d) Any lapse, cancellation or material modification of any
insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney. Each
owner appoints the Association as its authorized representative as
attorney-in-fact for purchasing and maintaining the property and liability
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 24th day of February, 1982.

DECLARANT:

SILVER SPRINGS HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Elizabeth M. Steller Ott, Stephen Ott and Viola E. Walker, this 24th day of February, 1982.

Witness my hand and official seal.

[Notary Public Seal]

My commission expires:

[Notary Public Commission Number]
DESCRIPTION 6A

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 44°35'25" E - 83.35 feet to the southwest corner of Lot 6A and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

331739
335067
DESCRIPTION 6B

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 54°05'53" E - 72.22 feet to the southwest corner of Lot 6B and the Point of Beginning;
thence S 89°51'42" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'42" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.
DESCRIPTION 6C

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 66°33'29" E - 63.72 feet to the southwest corner of Lot 6C and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°08'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

C. K. Wolz, Professional Engineer 632
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE I - CASPER, WYOMING 82601 - (307) 265-1290

December 8, 1981

DESCRIPTION 60

A portion of Lot 6, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N 01°51'56" E - 53.01 feet to the southwest corner of Lot 60 and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;

thence S 00°08'13" W - 17.00 feet to a point;

thence N 89°51'47" W - 50.2 feet to a point;

thence N 00°08'13" E - 17.00 feet to the Point of Beginning.

Description

C. K. Wolz,

[Signature]

PROFESSIONAL ENGINEER
STATE OF WYOMING
EXHIBIT "A"

ALL OF LOT 6, BLOCK 16, EASTWARD HEIGHTS I, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT A PARCEL OF LAND CONTAINED WHOLLY WITHIN SAID LOT 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81°51'56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00°08'13" E., 78.00 FEET TO A POINT; THENCE S. 89°51'47" E., 60.2 FEET TO A POINT; THENCE S. 00°08'13" W., 78.00 FEET TO A POINT; THENCE N. 89°51'47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
I, Charles K. Wolz, hereby certify that this map was made from notes taken during an actual survey made by me or under my direction, and that it correctly and accurately represents said survey.

LOT G, BLOCK 10, EASTWARD HEIGHT I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1401 PENNSYLVANIA AVE. This property is situated on the
EAST SIDE OF SAID STREET.
This property is located 107 feet in a NORTH direction from
15 1/2 STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I further certify as follows:

1. The buildings and garage situated upon the above described
   property are wholly within the boundary lines of the property.
2. The driveway lies within said boundary lines.
3. No side line of the building is less than 6.71 feet from
   any of said boundary lines.
4. There are no encroachments upon the lot from any
   buildings located upon the adjoining lots.
5. The front wall of the building is 58.44 feet from the
   front lot line.

Signed and dated at Casper, Wyoming, this 8th day of December, 1981.

Charles K. Wolz, P.E.
Professional Lic. No. 632
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8496

ALL OF LOT 6, BLOCK 16, EASTWIND HEIGHTS 1, IN ADDITION TO THE CITY
OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT A PARCEL OF LAND CONTAINED
AFOILY WITHIN SAID LOT 6 AND BEING MORE PARTICULARLY DESCRIBED AS

EXHIBIT "A"

6 E Exhibit B
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT G, BLOCK IV, EASTWARD HEIGHT I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 140 PENNSYLVANIA AVE., THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 107 FEET IN A NORTH DIRECTION FROM 15 1/2 STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 6.71 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.44 FEET FROM THE FRONT LOT LINE.


Charles K. Wolz, P.E.
LUSI Wyo. Lic. No. 632
335067
EXHIBIT "A"

ALL OF LOT 6, BLOCK 16, EASTWARD HEIGHTS I, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, EXCEPT A PARCEL OF LAND CONTAINED WHOLLY WITHIN SAID LOT 6 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81°51'56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00°08'13" E., 78.00 FEET TO A POINT; THENCE S. 89°51'47" E., 60.2 FEET TO A POINT; THENCE S. 00°08'13" W., 78.00 FEET TO A POINT; THENCE N. 89°51'47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
LOTS 16 THROUGH 30 INCLUSIVE IN BLOCK 19, HIGHLAND PARK
ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING,
AND LOTS 9 THROUGH 16, BLOCK 20, EASTWARD HEIGHTS NO. 1
ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.

WHEREAS, we the undersigned are the owners of record of the
lots and blocks described above, desire to establish in such lots
and blocks an exclusive residential district wherein the construc-
tion and use of dwelling houses shall conform to a certain mini-
num requirements, and wherein each home owner may be protected
against violation thereof against the other;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises,
grants, and other valuable consideration, the undersigned owners
do hereby agree and impose upon the real property described as
Lots 16 through 30, inclusive, in Block 19, Highland Park Addi-
tion to the City of Casper, Natrona County, Wyoming, and Lots
9 through 16, Block 20, Eastward Heights No. 1 Addition to the
City of Casper, Natrona County, Wyoming, the following
covenants and restrictions, to-wit:

1. No structure shall be erected, altered, placed or per-
mitted to remain on any residential building lot, other than one
detached single family dwelling, not to exceed one and one-half
stories in height, and a private garage of not more than three
cars.

2. No building shall be located on any residential lot
nearer than twenty-five feet to the front lot line nor nearer
than ten feet to any side street line, nor nearer than five feet
to any side lot line. No building shall be located on any
corner lot nearer than twenty-five feet to the side lot line;
the setback line at the front of the lot shall be
five feet greater than the setback of the adjoining house,
and the setback line on the side street shall be twenty-five
feet.

3. No residential structure shall be erected or placed
on any building plot which plot has an area of not less than 5,000
square feet or a width of not less than 55 feet across the front
setback line.
4. No store, shop, repair shop, storage or repair garage, restaurant, dance hall or any other public place of amusement, or any similar business or commercial enterprise shall be carried on or conducted upon any lots mentioned, nor shall anything be done on any of said lots which may constitute a public nuisance.

5. No trailer, tent, shack, garage, barn or outbuilding erected on said tract shall at any time be used as a residence, temporarily or permanently nor shall any structure of temporary character be used as a residence and furthermore all construction shall be new, no building or buildings may be moved from another location to any site herein.

6. No dwelling house shall be erected on any residential plot, which, in the case of a one story dwelling has an area of less than 900 square feet and in the case of a one and one-half story dwelling not less than 800 square feet on the main floor, exclusive of open porches and garage. Structures already in existence on all plots in Block 19 comply with these requirements on the date hereof.

7. No oil drilling, oil development operations, mining, mining operations of any kind shall be permitted on any land contained in the said residential lots.

8. Yard fences may extend only from the rear of any lot to the front of the house located thereon and there shall be no front yard fences.

THESE COVENANTS AND RESTRICTIONS shall run with the land, shall constitute the granting of easements in and against, mutually burdening and benefitting all of the lots in the Blocks so described hereinabove by all of the owners thereof, and shall be binding on the parties hereto and on their respective successors, administrators, and assigns, and all persons claiming under and through them until twenty-five years from the date hereof, at which time said restrictions shall automatically extend for successive ten year periods unless by a vote of the majority of the then owners of
record of said residential lots it is agreed to change said restrictions in whole or in part.

Any owner of record of any residential plot covered by these restrictions may sue in law or equity to enjoin the violation of any of the within restrictions or for damages for the violation thereof.

Dated this 27 day of March, 1980.

Owners of Lots 9 through 16, Block 20, Eastward Heights No. 1 Addition to the City of Casper, Natrona County, Wyoming, formerly described as Lots 1 through 28, Block 20, Highland Park Addition to the City of Casper.

Owner(s):

Legal Description:

S 30' of Lot 9, and N 35' of Lot 10, Block 19, Highland Park Addition to the City of Casper in the City of Casper, Natrona County, Wyoming.

All of Lot 29, and all of Lot 30, Block 19, Highland Park Addition to the City of Casper in the City of Casper, Natrona County, Wyoming.
Owner(s):

Alice M. Francis  
Floyd F. Francis  
Claude W. Haxton  
Tina F. Haxton  
Ann J. Scriver  
Dale F. Scriver  
Robert H. McCrary and Claudette Kaye McCrary (h&w)  
Stanley H. Spalding and Rosella Spalding (h&w)  
Thomas J. Mullin and  
Sharlo Mullin (h&w)  
Dennis E. Nicholson and Linda F. Nicholson (h&w)  
James Kanelos and Edith Kanelos (h&w)  
Alice M. Francis, a single woman  
Gilbert V. Douglass and Willa Deen Douglass (h&w)  
Ira L. Harbarger and Dickie Harbarger (h&w)  
Harold Iverson and Joan Iverson, h&w

Legal Description:

N 35'. Lot 21, N 20'. Lot 22, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

N 25'. Lot 17, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

All of Lots 29 and 30, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

S 25'. Lot 27, all of Lot 28, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

N 10'. Lot 19, Lot 18, S 15'. Lot 17, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

N 15'. Lot 27, all of Lot 26, S 10'. Lot 25, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming
STATE OF WYOMING) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me
by Robert H. McCravy, and Claudette Raye McCravy, husband and
wife, this ___ day of ____ , 1980.

Witness my hand and official seal.

My Commission Expires: January 3, 1981

NOTARY PUBLIC

STATE OF WYOMING) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me
by John R. LeBrum and Jeanne L. LeBrum, husband and wife, and
E. N. Larsen and Flora M. Larsen, husband and wife, this ___
day of March, 1980.

Witness my hand and official seal.

My Commission Expires: January 3, 1983

NOTARY PUBLIC

STATE OF WYOMING) SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me
by Stanley H. Spalding & Rosella Spalding, haw; Thomas J. Mullin & Sharlo
Mullin, haw; Dennis E. Nicholson & Linda F. Nicholson, haw; James Kanelos
& Edith Kanelos, haw; Alice M. Francis, a single woman; Gilbert V.
Douglas & Hilda Deen Douglas, haw; Ira L. Harbarger and Dickie Harbarger
haw; Harold Iverson and John Iverson, haw,
this 17 day of March, 1980.

Witness my hand and official seal.

My Commission Expires: January 15, 1983

NOTARY PUBLIC

-5- 287990
SETTLEMENT AGREEMENT

PARTIAL RELEASE OF

BUILDING RESTRICTIONS

AND QUITCLAIM DEED

WHEREAS, certain Building Restrictions are recorded in the Natrona County Clerk's office at Book 36, Miscellaneous records, page 336, which burden and benefit Lots 16 through 30, inclusive, in Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming, and formerly described Lots 15 through 28, inclusive, in Block 20, Highland Park Addition to the City of Casper, Natrona County, Wyoming; and

WHEREAS, the formerly described Lots 15 through 28, Block 20, Highland Park Addition were vacated and replatted into the east 15 feet of Lots 1 through 8 and Lots 9 through 16, all in Block 20, Eastward Heights No. 1 Addition to the City of Casper, Natrona County, Wyoming; and

WHEREAS, the validity or invalidity of the Building Restrictions has been brought to issue in the case styled John R. LeBrun and E.N. Larsen v. Chicago Title Insurance Company and Title Service, Inc., in the Seventh Judicial District, State of Wyoming, Civil Action No. 48102 and there is uncertainty as to the validity or invalidity of the Building Restrictions; and

WHEREAS, the owners of Block 20, Eastward Heights No. 1 Addition will re-dedicate the Building Restrictions on Lots 9 through 16, Block 20, Eastward Heights No. 1 Addition to the City of Casper in return for the release of the existing Building Restrictions burdening the east 15 feet of Lots 1 through 8, Block 20, Eastward Heights No. 1 Addition to the City of Casper.

NOW, THEREFORE, IN CONSIDERATION of the imposition of new Building Restrictions on Lots 9 through 16, Eastward Heights No. 1 Addition to the City of Casper, which enforcement shall run also to the owners of Lots 16 through 30, inclusive in Block 19, Highland Park Addition to the City of Casper, the
undersigned owners of all the land described in the Building Restrictions filed in Book 36, Miscellaneous records, page 336, hereby unanimously release the east 15 feet of Lots 1 through 8, Block 20, Eastward Heights No. 1 Addition to the City of Casper, Natrona County, Wyoming from the burden and benefit of those Building Restrictions.

The owners of Lots 16 through 30, Block 19, Highland Park Addition to the City of Casper, hereby forever quitclaim any right, title or interest they may have in Lots 1 through 8, Block 20, Eastward Heights No. 1 Addition to the City of Casper, Wyoming, to John R. LeBrun and E. N. Larsen.

IN WITNESS WHEREOF, all the record owners of Lots 16 through 30, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming, and the owners of the land formerly described as Lots 15 through 28, Block 20, Highland Park Addition to the City of Casper, Natrona County, Wyoming, have executed this Partial Release of Building Restrictions and Quitclaim Deed this 27 day of March, 1980.

Owners of Lots 1 through 16, Block 20, Eastward Heights No. 1 Addition to the City of Casper, Natrona County, Wyoming, formerly described as Lots 1 through 28, Block 20, Highland Park Addition to the City of Casper

Jeanne L. LeBrun
John R. LeBrun
E. N. Larsen
Flora M. Larsen

Owner(s):

Legal Description:

City of Casper, Natrona County, WY

-2-
Stanley K. Spalding and Rosella Spalding, h.w.

Ira L. Harbarger and Dickie Harbarger, h.w.

Thomas J. Mullin and Sharif Mullin, h.w.

Dennis E. Nicholson and Linda F. Nicholson, h.w.

James Kanelos and Edith Kanelos, h.w.

Alice M. Francis, a single woman

Gilbert V. Douglass and Wills Deen Douglass, h.w.

Robert H. McCrane and Claudette Kaye McCrane, h.w.

Harold Iverson and Joan Iverson, h.w.

Legal Description:

N 10' Lot 19 and N 15' Lot 20, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

N 10' Lot 19, Lot 18, S 15' Lot 17, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

All of Lot 16, N 25' Lot 17, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

S 35' of Lot 24 and N 30' of Lot 25, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

All of Lot 29 and all of Lot 30, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

S 20' Lot 23, N 30' Lot 22, Lot 21, S 10' Lot 20, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

S 35' Lot 27, all of Lot 28, all of Lot 29, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming

Being all of the Owners of Lots 16-30, inclusive, Block 19, Highland Park Addition to the City of Casper, Natrona County, Wyoming, specifically as follows:
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Robert H. McCrory, and Claudette Kuye McCrory, husband and wife, this 13 day of March, 1980.
Witness my hand and official seal.

Robert L. McGarva  
NOTARY PUBLIC  
January 3, 1980  

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by John R. LeBrun and Jeannie L. LeBrun, husband and wife, and E. N. Larsen and Flore M. Larsen, husband and wife, this 31 day of March, 1980.
Witness my hand and official seal.

Robert LeBrun  
NOTARY PUBLIC  

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Iris L. Harbarter and Robert Harbarter, husband Thomas J. Mullin and Sharlo Mullin, husband Dennis E. Nicholson and Linda F. Nicholson, husband James Kamela and Edith Kamela, husband Alice M. Francis, a single woman; Gilbert V. Douglass and Willa Dean Douglass, husband; Stanley H. Spalding and Rosella Spalding, husband Harold Iverson and Joan Iverson, husband this 17 day of March, 1980.
Witness my hand and official seal.

Robert E. McCrory  
NOTARY PUBLIC  
January 15, 1983
THIS DECLARATION, made on the date hereinafter set forth by BRIARWOOD
HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declaratn".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of
Casper, County of Natrona, State of Wyoming, which is more particularly
described as:

See attached Exhibit "A"

NOW, THEREFORE, Declarant hereby declares that all of the properties
described above shall be held, sold and conveyed subject to the following
covenants, restrictions, and conditions, which are for the
purpose of protecting the value and desirability of, and which shall run
with, the real property and be binding on all parties having any right,
title or interest in the described properties or any part thereof, their
heirs, successors and assigns, and shall inure to the benefit of each
other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to
BRIARWOOD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real
property (including the improvements thereto) owned by the Association
for the common use and enjoyment of the owners. The Common Area to be
owned by the Association at the time of the conveyance of the first lot
is described as follows:

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be
conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
</table>

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective
units and cannot be changed and the Declarant, its successors and assigns
agree that title of the units and the undivided interest in the
Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and
refer to the actual and estimated expenses of operation the Association
including reserves as may be found to be necessary by the Board of
Directors of the Association pursuant to this Declaration, the bylaws,
and articles of incorporation.

Section No. 4. Declarant. "Declaratn" shall mean and refer to
Meadowlark Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a
holder of a first mortgage on a unit who has requested notice from the
Association.
Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) the ___ F1/VF ___ separately designated and legally described fee simple estates consisting of the space and area of designated Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Areas. For the purposes of this declaration, the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, grading or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Areas. "Restricted Common Areas" shall mean any portion of the Common Areas set aside and allocated for the restricted use of any respective Units as shown on Exhibit "A" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Areas.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;

-2-
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall a unit vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership in the event of the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on December 31, 1989.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declaration, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be an express term in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment falls due. Delinquent assessments shall be the joint and several obligation of the Owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance of the Common Area and any sidewalk which may be part of the Common Area, if not dedicated to public maintenance, shall be maintained by the Association. All assessments shall be used exclusively for the benefit of the owners.

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $400.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) 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 unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of the class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 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 new 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 of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized. Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of 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 requirements, and the required quorum at the subsequent meeting shall be one-half of
the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments;
Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Decedent. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 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 date of the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or satisfying the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his unit.

Section No. 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. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to the lien of such assessments as to payments which become due prior to

Section No. 10. Reserves and Working Capital.
(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be determined when the first unit is sold. The purpose of the fund is to maintain that the Association has sufficient available to meet unforeseen expenditures. Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or alteration of the same shall be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors 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 the surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who use the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 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 furnishing the necessary protection against such elements.

Section No. 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain and maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to one hundred percent (100%) of the replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner.
owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance covering the same risk. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deemed to the extent such restrictions violate 42 USC 3604(c).

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

Section 5. Approval of holders. The following sections shall not apply to the Association or to the Board of Directors.

Section 6. Approval of amendments to the declaration. The Board of Directors may, from time to time, by resolution of a majority of the members of the Board, amend the declaration in accordance with any conditions or restrictions set forth in the declaration or in the rules or regulations adopted by the Board.

Section 7. Approval of amendments to the bylaws. The Board of Directors may, from time to time, by resolution of a majority of the members of the Board, amend the bylaws in accordance with any conditions or restrictions set forth in the bylaws or in the rules or regulations adopted by the Board.

Section 8. Approval of amendments to the certificate of incorporation. The Board of Directors may, from time to time, by resolution of a majority of the members of the Board, amend the certificate of incorporation in accordance with any conditions or restrictions set forth in the certificate of incorporation or in the rules or regulations adopted by the Board.

Section 9. Approval of amendments to the articles of incorporation. The Board of Directors may, from time to time, by resolution of a majority of the members of the Board, amend the articles of incorporation in accordance with any conditions or restrictions set forth in the articles of incorporation or in the rules or regulations adopted by the Board.

Section 10. Approval of amendments to the bylaws of the association. The Board of Directors may, from time to time, by resolution of a majority of the members of the Board, amend the bylaws of the association in accordance with any conditions or restrictions set forth in the bylaws of the association or in the rules or regulations adopted by the Board.
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 3rd day of June, 1982,

DECLARANT:

BRIARWOOD HOMEOWNERS ASSOCIATION

[Signatures]

Viola E. Walker

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by

Peter R. Comman , Rose Ann Comman and Viola E. Walker,
this 3rd day of June, 1982.

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires:
1-25-84

335069
EXHIBIT "A"

ALL OF LOTS 1 AND 2, BLOCK 12, EASTWARD HEIGHTS I, AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING.
EXHIBIT "A"

ALL OF LOTS 1 AND 2, BLOCK 12, EASTWARD HEIGHTS 1, AN ADDITION TO
THE CITY OF CASPER, NATROA COUNTY, WYOMING, EXCEPT FOR TWO PARCELS
OF LAND LOCATED WHOLLY WITHIN SAID LOTS 1 AND 2, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE N.
63°43'46" W., 46.11 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER ONE
AND THE POINT OF BEGINNING; THENCE N. 89°48'37" W., 82.5 FEET TO A POINT;
THENCE N. 0°11'23" E., 58.1 FEET TO A POINT; THENCE S. 89°48'37" E., 82.5
FEET TO A POINT; THENCE S. 0°11'23" W., 58.1 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT SAID EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE S.
84°29'54" W., 57.26 FEET TO THE NORTHEAST CORNER OF PARCEL NUMBER TWO
AND THE POINT OF BEGINNING; THENCE S. 0°35'55" W., 66 FEET TO A POINT;
THENCE N. 89°56'52" W., 50.33 FEET TO A POINT; THENCE N. 0°35'55" E.,
66 FEET TO A POINT; THENCE S. 89°56'53" E., 50.33 FEET TO THE POINT OF
BEGINNING. (LOT 1F - COMMON AREA)
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

FARNUM STREET
N 89° 56' 33" E - 114.18'

LOT 1 BLOCK 12

EASTWARD HEIGHTS
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

STREET NUMBERED PENNSYLVANIA. THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED AT FEET IN A DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 20.45 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 40.99 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 1ST DAY OF OCTOBER, 1982.

CHARLES K. WOLZ, P.E.

335069
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT 2, BLOCK 12, EASTWARD HEIGHTS I ADDITION

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

STREET NUMBER 1420 PENNSYLVANIA AVE, THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED 94.82 FEET IN A SOUTHEAST DIRECTION FROM FARHUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE OF THE BUILDING IS LESS THAN 5.33 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE IS NO ENCROACHMENT UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 63.36 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 15TH DAY OF JUNE, 1932.

CHARLES K. WOLZ, P.E.

E. PROFESSIONAL ENGINEER

WYOMING LICENSE NO. 832
SURVEYOR'S CERTIFICATE

I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

FARNUM STREET

N 41° 56' 33" E - 114.12'

LOT 1 BLOCK 12

1-E 1-D 1-C 1-B 1-A

COMMON AREA

1-F

LOT 1 BLOCK 12, EASTWARD HEIGHTS I

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

STREET NUMBER: 140 PENNSYLVANIA AVE. THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED AT FEET IN A DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.

2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.

3. NO SIDE LINE OF THE BUILDING IS LESS THAN 10'4' FEET FROM ANY OF SAID BOUNDARY LINES.

4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDING LOCATED UPON THE ADJOINING LOTS.

5. THE FRONT WALL OF THE BUILDING IS 40' 1" FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 15TH DAY OF JUNE, 1997.

CHARLES K. WOLZ, P.E.

P. O. BOX 858

WY, License No. 632

632

5X3069
RECITALS:

1. A Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") covering Lots 1, 2, and 3, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming (hereinafter called the "Subject Properties") was executed by Hiram Mojica and Charles L. Stillwell, the owners of the Subject Properties, on November 19, 1981. This Declaration was recorded with the Natrona County Clerk's Office on November 20, 1981 as Instrument No. 322467 and on January 13, 1982 as Instrument No. 324790.

2. The Declaration provided that the Common Area, as defined therein, was to be held by the Pennsylvania Court Homeowners Association, with the owners of the 12 fee simple estates in the Subject Properties owning the respective undivided interests in the Common Area.

3. The Pennsylvania Court Homeowners Association has been disincorporated by the Wyoming Secretary of State for failure to file annual reports.

4. CrossLand Mortgage Corp., (hereinafter called "CrossLand") c/o First Security Mortgage Company, whose address is 2404 Washington Boulevard, Ogden, Utah 84401, has acquired title to all of the Subject Properties.

5. CrossLand applied to the City of Casper to amend the Eastward Heights IV Addition as to the Subject Properties and the City has approved the Eastward Heights IV Addition to the City of Casper, Natrona County, Wyoming, which changed the Subject Properties to Lots 13, 14, 15, 16, 17, 18 and 19 of the Eastward Heights IV Addition.

6. CrossLand, as owner of all of the Subject Properties, desires to vacate the Declaration in order that it may form new Homeowners Associations for portions or all of the Subject Properties and to file new Declarations of Covenants Conditions for the same.

NOW THEREFORE, CrossLand, owner of all of the Subject Properties, hereby vacates and terminates the Declaration, as described above, and declares (i) that the Common Area, defined and set out in the Declaration, is no longer to be designated and owned as provided in the Declaration and is owned solely by CrossLand, and (ii) that all easements and rights created by the Declaration running with or relating to the individual units or fee simple estates are also vacated and terminated.
Dated as of July 1, 1987.

CROSSLAND MORTGAGE CORP.

By: ____________________________
    R. Douglas Parsons
    Attorney in Fact

State of Utah                        )      ss.
County of Salt Lake                  )      ss.

The foregoing instrument was acknowledged before me by

Witness my hand and official seal.

[Signature]
Notary Public
(Seal)

My Commission Expires:

95529
STATE OF UTAH
STATE OF WYOMING } ss
COUNTY OF NATOMA } ss

VACATING OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all the members of the Gettysburg Homeowners Association and all the fee owners of the units, tracts or partial lots comprising:

Lots 5, Block 16, Eastward Heights Addition to the City of Casper, Natrona County, Wyoming

to correct and relieve an accidental violation of pertinent subdivision laws occasioned by said covenants, conditions and restrictions:

HEREBY VACATE, ANNUL and terminate that certain Declaration of Covenants, Conditions and Restrictions filed on May 6, 1982, as Instrument No. 330517 et seq. with the Natrona County Clerk.

DATED July 31, 1984.

CAROL M. MOORE
R. WALKER
VIOLA E. WALKER

The foregoing Vacating of Covenants, Conditions and Restrictions was acknowledged before me by Carol M. Moore, Ray Walker and Viola E. Walker on July 31, 1984.

[Notary Public Seal]