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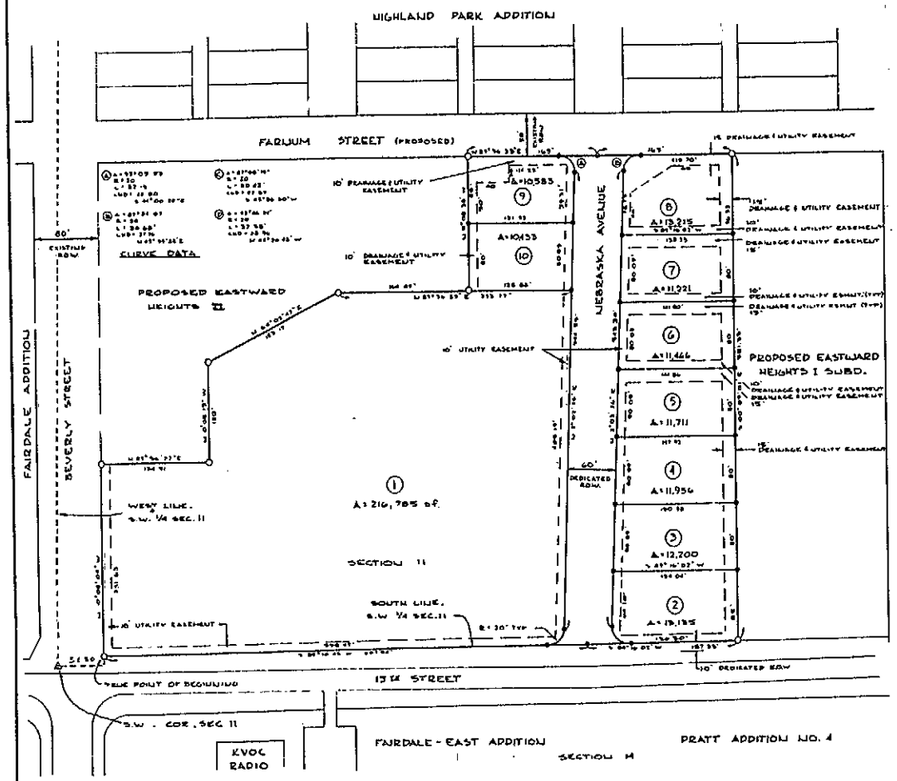
267305

704-A

EASTWARD HEIGHTS III NO. 704-A
RECORDED JULY 12, 1979
INSTR NO. 267305

PLAT OF
EASTWARD HEIGHTS III
LOTS 1-10

AN ADDITION TO THE CITY OF CASPER, A SUBDIVISION OF A PORTION OF THE SW 1/4 SW 1/4, SECTION 11, T33N, R 79W, OF THE 6TH PRINCIPAL MERIDIAN, NATRONA COUNTY



LEGEND
SCALE: 1" = 80'

- O EXTERNAL SUBDIVISION CORNER
- ——— SUBDIVISION BOUNDRY
- – – – EASEMENT
- ▲ SECTION CORNER

PASTOR RICHARD L. FIELD
ASSEMBLY OF GOD CHURCH
1600 EAST SECOND STREET
CASPER, WYOMING 82601

STATE OF WYOMING)
COUNTY OF NATRONA) ss

ON THIS 1ST DAY OF MAY, 1979, BEFORE ME PERSONALLY APPEARED PASTOR RICHARD L. FIELD TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTURMENT AND ACKNOWLEDGED THE SAME AS HIS FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 22, 1981.

CORNELL CONSULTING COMPANY
MANAGEMENT / ENGINEERING
P.O. BOX 646 FORT COLLINS, COLORADO 80522
(303) 482-6650

ZVFK
ARCHITECTS / PLANNERS
218 WEST MOUNTAIN FORT COLLINS, COLORADO 80521
(303) 493-4105

FEBRUARY 14, 1979

APPROVALS

APPROVED: COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING THIS ____ DAY OF ____, 1979 AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE APPROVED.

SECRETARY — COMMISSION CHAIRMAN

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY [illegible] NO. 74-79, DULY PASSED, ADOPTED AND APPROVED ON THE 5th DAY OF ____, 1979.

ATTEST: CITY CLERK — MAYOR

APPROVED: BOARD OF COUNTY COMMISSIONERS OF NATRONA COUNTY, WYOMING BY RESOLUTION DULY PASSED ON THE ____ DAY OF ____, 1979.

ATTEST: COUNTY CLERK — CHAIRMAN OF THE BOARD

INSPECTED AND APPROVED ON THE 16 DAY OF JUNE, 1979 — CITY ENGINEER

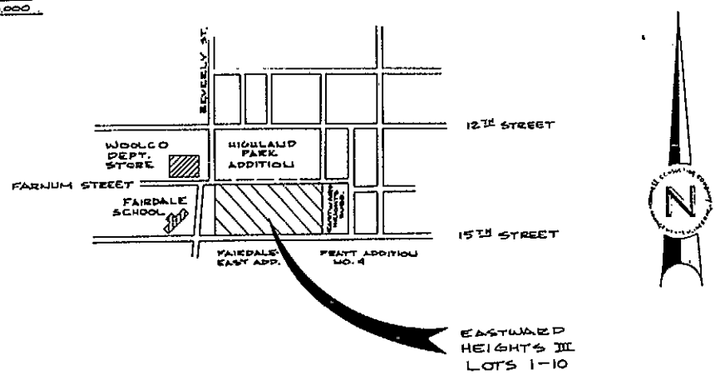
INSPECTED AND APPROVED ON THE 14 DAY OF May, 1979 — COUNTY HEALTH OFFICER

INSPECTED AND APPROVED ON THE 14TH DAY OF MAY, 1979 — COUNTY SURVEYOR

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF NATRONA COUNTY, WYOMING ON THIS ____ DAY OF ____, 1979

COUNTY CLERK

CLOSURE
1:238,000



VICINITY MAP
SCALE: 1" = 800'

KNOW ALL MEN BY THESE PRESENT: THAT THE UNDERSIGNED, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOREGOING SUBDIVISION, BEING A PORTION OF BLOCKS 4, 8 & 12, HIGHLAND PARK ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING; THAT THE LANDS AS SET FORTH BY THIS PLAT SHALL BE KNOWN AS LOTS 1 THROUGH 10 OF "EASTWARD HEIGHTS III" AN ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST ~~CORNER~~ CORNER, SECTION 11, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M. LOCATED AT THE INTERSECTION OF FIFTEENTH AND BEVERLY STREETS;

THENCE, N 89°10'45" E ALONG SAID SOUTH SECTION LINE A DISTANCE OF 57.80', THENCE N 0°08'04" W A DISTANCE OF 10.0' TO THE TRUE POINT OF BEGINNING

THENCE, N 0°08'04" W A DISTANCE OF 291.65' TO A POINT.

THENCE, N 89°56'27" E A DISTANCE OF 134.91' TO A POINT.

THENCE, N 0°08'15" W A DISTANCE OF 120.0' TO A POINT.

THENCE, N 64°02'47" E A DISTANCE OF 183.17' TO A POINT.

THENCE, N 89°56'85" E A DISTANCE OF 164.89' TO A POINT.

THENCE, N 0°08'38" W A DISTANCE OF 160.0' TO A POINT.

THENCE, N 89°56'33" E A DISTANCE OF 329.99' TO A POINT.

THENCE, S 0°09'01" E A DISTANCE OF 581.55' TO A POINT.

THENCE, S 89°16'02" W A DISTANCE OF 187.32' TO A POINT, LOCATED ON THE CENTERLINE OF THE NEBRASKA STREET RIGHT OF WAY.

THENCE, S 89°10'45" W A DISTANCE OF 607.84' TO THE TRUE POINT OF BEGINNING.

THE ABOVE LAND CONTAINING 8.22 ACRES, MORE OR LESS.

AND AS APPEARS ON THIS PLAT. THE ABOVE SUBDIVISION IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS; THAT COVENANTS AND RESTRICTIONS, IF ANY, APPLICABLE TO SAID HIGHLAND PARK ADDITION SHALL ALSO BE APPLICABLE TO THE LANDS INCLUDED IN THE PLAT OF "EASTWARD HEIGHTS III"; THAT THE UNDERSIGNED OWNERS AND PROPRIETORS OF SAID LANDS INCLUDED IN THIS SUBDIVISION HEREBY WAIVE AND RELINQUISH ALL RIGHTS THEY MAY HAVE THERETO BY VIRTUE OF THE HOMESTEAD EXEMPTION LAW OF THE STATE OF WYOMING; THAT ALL STREETS AVENUES AND PUBLIC WAYS AS SET FORTH HEREON ARE DEDICATED TO THE USE OF THE PUBLIC; AND ALL STREETS, AVENUES AND PUBLIC WAYS PREVIOUSLY DEDICATED AS A PORTION OF BLOCKS 4, 8 & 12, HIGHLAND PARK ADDITION WERE PREVIOUSLY VACATED. EASEMENTS ARE HEREBY GRANTED TO UTILITY COMPANIES TO LOCATE, CONSTRUCT, USE AND MAINTAIN OR AUTHORIZE THE LOCATION, CONSTRUCTION, USE AND MAINTENANCE OF CONDUITS, LINES, POLES, PIPES, ETC., ANY OR ALL OF WHICH LIE OVER, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" OR AS OTHERWISE SHOWN ON THIS PLAT

DATED AT CASPER, WYOMING THIS 1ST DAY OF MAY, 1979.

FIRST ASSEMBLY OF GOD, INC.
A WYOMING CORPORATION

ATTEST: SECRETARY — RICHARD L. FIELD, PRESIDENT

CERTIFICATE OF SURVEYOR

I, E. C. LENHART, OF CASPER, WYOMING DO HEREBY CERTIFY THAT THIS PLAT, REPRESENTING A SUBDIVISION OF PORTIONS OF BLOCKS 4, 8 & 12 IN THE PLAT OF HIGHLAND PARK ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING, SAID BLOCKS BEING VACATED BY OWNERS OF SAID LANDS, IS IN ACCORDANCE WITH A SURVEY MADE, BY ME AND UNDER MY DIRECTION, DURING THE MONTHS OF DECEMBER, 1978 TO FEBRUARY, 1979; THAT SAID LANDS SHALL BE SUBDIVIDED, MONUMENTED, AND IDENTIFIED IN ACCORDANCE WITH THIS PLAT AT THE REQUEST OF THE OWNERS; ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF AND COURSES REFERRED TO THE TRUE MERIDIAN; ALL BEING CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. C. LENHART RE. & L. S.
WYOMING REGISTRATION NO 320

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY E.C. LENHART THIS 30TH DAY OF APRIL, 1979.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 22, 1981.

WORTHINGTON, LENHART & CARPENTER, INC.
632 SO. DAVID
CASPER, WYOMING 82601

RECORDED May 27 1982 AT 3:44 O'CLOCK PM
INSTRUMENT NO. 331905
JOHN J. TOBIN COUNTY CLERK

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

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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:

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(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

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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 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 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 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.

331905

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(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.

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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 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 unforseen 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

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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 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:

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(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

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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 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 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;

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(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 23 day of February, 1982.

DECLARANT:

NORFOLK HOMEOWNERS ASSOCIATION

Douglas L. Moore

Carol M. Moore

Ray Walker

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Douglas L. Moore, Carol M. Moore and Ray Walker, this 23 day of February, 1982.

Witness my hand and official seal.

Carolyn Clabaugh
Notary Public

My commission expires:

Carolyn Clabaugh - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Aug. 27, 1983

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

December 24, 1981

DESCRIPTION 2A

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southesst corner of said Lot 2, thence N 83°06'12" W - 82.45 feet to the southeast corner of Lot 2A and the Point of Beginning.

thence S 89°07'39" W - 17 feet to a point;
thence N 00°00'01" E - 67.03 feet to a point;
thence N 89°09'21" E - 17 feet to a point;
thence S 00°56'21" E - 67.03 feet to the Point of Beginning

Description by

CHARLES R. WOLZ REGISTERED LAND SURVEYOR STATE OF WYOMING

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

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).

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

December 24, 1981

DESCRIPTION 28

A portion of Lot 2 of Eastward HeightsIII Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 81°05'45" W - 65.64 Feet to the southeast corner of Lot 28 and the Point of Beginning;

thence S 89°07'39" W - 17 Feet to a point;
thence N 00° 56'21" W 67.03 Feet to a point;
thence N 89°09'21" E - 17 Feet to a point;
thence S 00°56'22" E - 67.02 Feet to the Point of Beginning.

CHARLES K. WOLZ REGISTERED LAND SURVEYOR STATE OF WYOMING

Description by

Charles K. Wolz, ~~P.E.~~ ~~C.~~ L.S.

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Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
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Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
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December 24, 1981

DESCRIPTION 2C

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 77°43'02" W - 48.98 feet to the southeast corner of Lot 2C and the Point of Beginning.

thence S 89°07'39" W - 17 feet to a point;
thence N 00°56'22" W - 67.02 feet to a point;
thence N 89°09'21" E - 17 feet to a point;
thence S 00°56'22" E - 67.01 feet to the Point of Beginning.

Description by

CHARLES K. WOLZ REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR STATE OF WYOMING

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

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December 24, 1981

DESCRIPTION 20

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 70°54'37" W - 32.66 Feet to the southeast corner of Lot 20 and the Point of Beginning;

thence S 89°07'39" W - 17 Feet to a point;

thence N 00°56'22" W - 67.01 Feet to a point;

thence N 89°09'21" E - 17 Feet to a point;

thence S 00°56'23" E - 67.00 Feet to the Point of Beginning.

CHARLES K. WOLZ REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR 532 STATE OF WYOMING

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

331905

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Wolz & Associates Inc.
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December 24, 1981

DESCRIPTION 2E

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 51°42'55" W - 17.66 feet to the southeast corner of Lot 2E and the Point of Beginning;

thence S 89°07'39" W - 17 feet to a point;
thence N 00°56'23" W - 67.00 feet to a point;
thence N 89°09'21" E - 17 feet a point;
thence S 00°56'20" E - 67.00 feet to thp Point of Beginning.

Description by

CHARLES K. WOLZ
REGISTERED
PROFESSIONAL
ENGINEER
STATE OF WYOMING

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

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).

331905

Wolz & Associates Inc.

CONSULTING ENGINEERS & LAND SURVEYORS
932 W. 14TH ST. · SUITE 1 · CASPER, WYOMING 82601 · (307) 265-1290

February 8, 1982

DESCRIPTION 2 F

All of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land located wholly within said Lot 2, being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 51°42'55" W - 17.66 feet to the southeast corner of the parcel and the Point of Beginning;

thence S 89°07'39" W - 85 feet to a point;

thence N 0°00'01" E - 67.03 feet to a point;

thence N 89°09'21" E - 85 feet to a point;

thence S 0°56'20" E - 67.00 feet to the Point of Beginning.

Said remainder of Lot 2 shall be known as Lot 2 F and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 2 F 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. & R.L.S.

CHARLES K. WOLZ
REGISTERED LAND SURVEYOR
PROFESSIONAL ENGINEER
632
STATE OF WYOMING

331905

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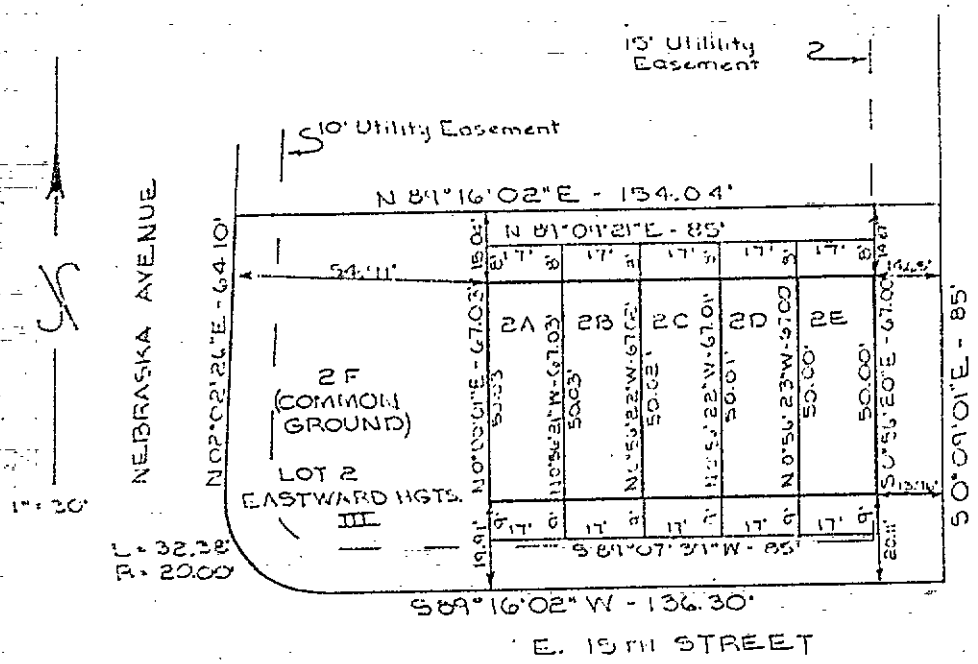
SURVEYOR'S CERTIFICATE

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 2 BLOCK -, EASTWARD HEIGHTS III
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1471 NEBRASKA AVE, THIS PROPERTY IS situated ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED AT FEET IN A DIRECTION FROM E. 19TH 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 14.87 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 24.91 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12th DAY OF January, 1982.

CHARLES K. WOLZ, P.E. AND L.S. WYO. LIC. NO. 632

331005

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
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RECORDED July 19 19 82 AT 11:33 O'CLOCK AM
INSTRUMENT NO. 335068
JOHN J. TOBIN COUNTY CLERK

Re record for attachments

RECORDED May 27 1982 AT 3:44 O'CLOCK PM
INSTRUMENT NO. 331905
JOHN J. TOBIN COUNTY CLERK

Compliments of:
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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by NORFOLK 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 NORFOLK 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:

Description 2F

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" Unit #1 thru #5 - 20% ea

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 NORFOLK 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.

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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 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, 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:

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(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

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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, 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 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 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 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 $ 480.00 per unit.

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(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.

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FIRST AMERICAN TITLE INSURANCE CO., INC.
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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).

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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 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 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 unforseen 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

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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 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:

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FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-9486

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(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

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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 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 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;

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(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 23 day of February, 1982.

DECLARANT:

NORFOLK HOMEOWNERS ASSOCIATION

Douglas L. Moore

Carol M. Moore

Ray Walker

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Douglas L. Moore, Carol M. Moore and Ray Walker, this 23 day of February, 1982.

Witness my hand and official seal.

Carolyn Clabaugh
Notary Public

My commission expires:

Carolyn Clabaugh - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Aug. 27, 1983

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Wolz & Associates Inc.

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

December 24, 1981

DESCRIPTION 2A

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southesst corner of said Lot 2, thence N 83°06'12" W - 82.45 feet to the southeast corner of Lot 2A and the Point of Beginning.

thence S 89°07'39" W - 17 feet to a point;
thence N 00°00'01" E - 67.03 feet to a point;
thence N 89°09'21" E - 17 feet to a point;
thence S 00°56'21" E - 67.03 feet to the Point of Beginning

Description by

CHARLES R. WOLZ REGISTERED LAND SURVEYOR STATE OF WYOMING

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

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

December 24, 1981

DESCRIPTION 28

A portion of Lot 2 of Eastward HeightsIII Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 81°05'45" W - 65.64 feet to the southeast corner of Lot 28 and the Point of Beginning;

thence S 89°07'39" W - 17 feet to a point;
thence N 00° 56'21" W 67.03 feet to a point;
thence N 89°09'21" E - 17 feet to a point;
thence S 00°56'22" E - 67.02 feet to the Point of Beginning.

Description by

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

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December 24, 1981

DESCRIPTION 2C

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 77°43'02" W - 48.98 feet to the southeast corner of Lot 2C and the Point of Beginning.

thence S 89°07'39" W - 17 feet to a point;
thence N 00°56'22" W - 67.02 feet to a point;
thence N 89°09'21" E - 17 feet to a point;
thence S 00°56'22" E - 67.01 feet to the Point of Beginning.

Description by

CHARLES K. WOLZ REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR STATE OF WYOMING

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

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Wolz & Associates Inc.

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December 24, 1981

DESCRIPTION 2D

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 70°54'37" W - 32.66 feet to the southeast corner of Lot 2D and the Point of Beginning;

thence S 89°07'39" W - 17 feet to a point;

thence N 00°56'22" W - 67.01 feet to a point;

thence N 89°09'21" E - 17 feet to a point;

thence S 00°56'23" E - 67.00 feet to the Point of Beginning.

CHARLES K. WOLZ * REGISTERED * PROFESSIONAL ENGINEER 632 AND LAND SURVEYOR * STATE OF WYOMING *

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

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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).

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Wolz & Associates Inc.
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December 24, 1981

DESCRIPTION 2E

A portion of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 51°42'55" W - 17.66 feet to the southeast corner of Lot 2E and the Point of Beginning;

thence S 89°07'39" W - 17 feet to a point;

thence N 00°56'23" W - 67.00 feet to a point;

thence N 89°09'21" E - 17 feet a point;

thence S 00°56'20" E - 67.00 feet to the Point of Beginning.

Description by

CHARLES K. WOLZ * REGISTERED * PROFESSIONAL ENGINEER * STATE OF WYOMING * LAND SURVEYOR *

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

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Wolz & Associates Inc.

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

February 8, 1982

DESCRIPTION 2 F

All of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land located wholly within said Lot 2, being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 51°42'55" W - 17.66 feet to the southeast corner of the parcel and the Point of Beginning;

thence S 89°07'39" W - 85 Feet to a point;
thence N 0°00'01" E - 67.03 Feet to a point;
thence N 89°09'21" E - 85 Feet to a point;
thence S 0°56'20" E - 67.00 Feet to the Point of Beginning.

Said remainder of Lot 2 shall be known as Lot 2 F and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 2 F 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. & R.L.S.

CHARLES K. WOLZ REGISTERED LAND SURVEYOR STATE OF WYOMING PROFESSIONAL ENGINEER 632

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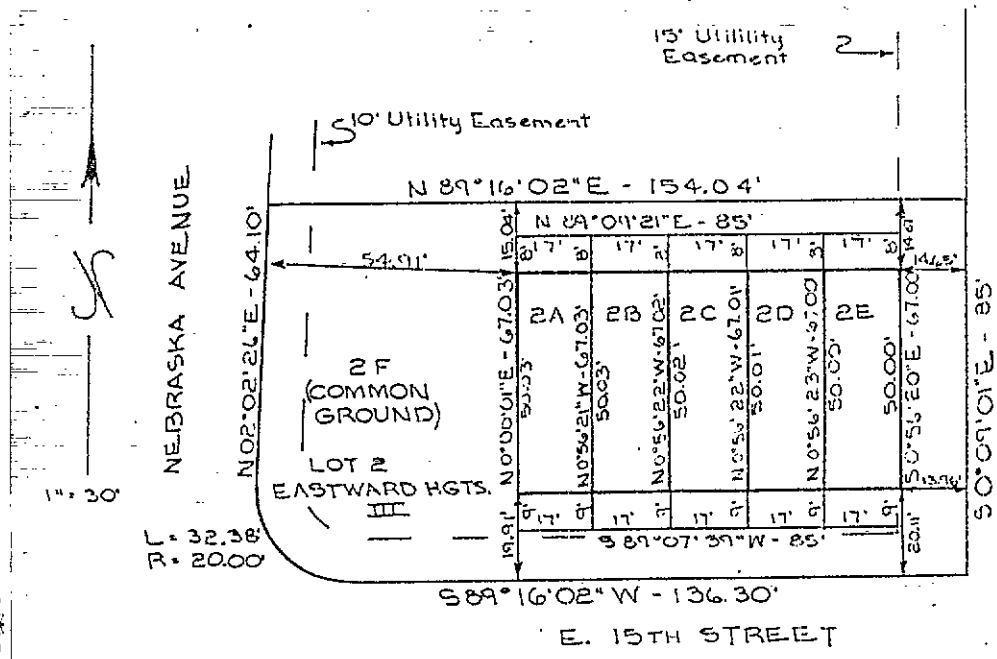
Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486

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

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 -, EASTWARD HEIGHTS III
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1471 NEBRASKA AVE, THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED AT ~~FEET IN A DIRECTION FROM~~ E. 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 4.87 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 54.91 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12th DAY OF January, 1982.

CHARLES K. WOLZ, REGISTERED LAND SURVEYOR, WYO. LIC. NO. 632

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

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

Exhibit "B"

Wolz & Associates Inc.

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

February 8, 1982

DESCRIPTION 2 F

All of Lot 2 of Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land located wholly within said Lot 2, being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence N 51°42'55" W - 17.66 feet to the southeast corner of the parcel and the Point of Beginning;

thence S 89°07'39" W - 85 feet to a point;
thence N 0°00'01" E - 67.03 feet to a point;
thence N 89°09'21" E - 85 feet to a point;
thence S 0°56'20" E - 67.00 feet to the Point of Beginning.

Said remainder of Lot 2 shall be known as Lot 2 F and shall be owned and maintained by a homeowners association to be formed for that purpose. Said Lot 2 F 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. & L.S.

CHARLES K. WOLZ
REGISTERED LAND SURVEYOR
PROFESSIONAL ENGINEER
632
STATE OF WYOMING

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Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
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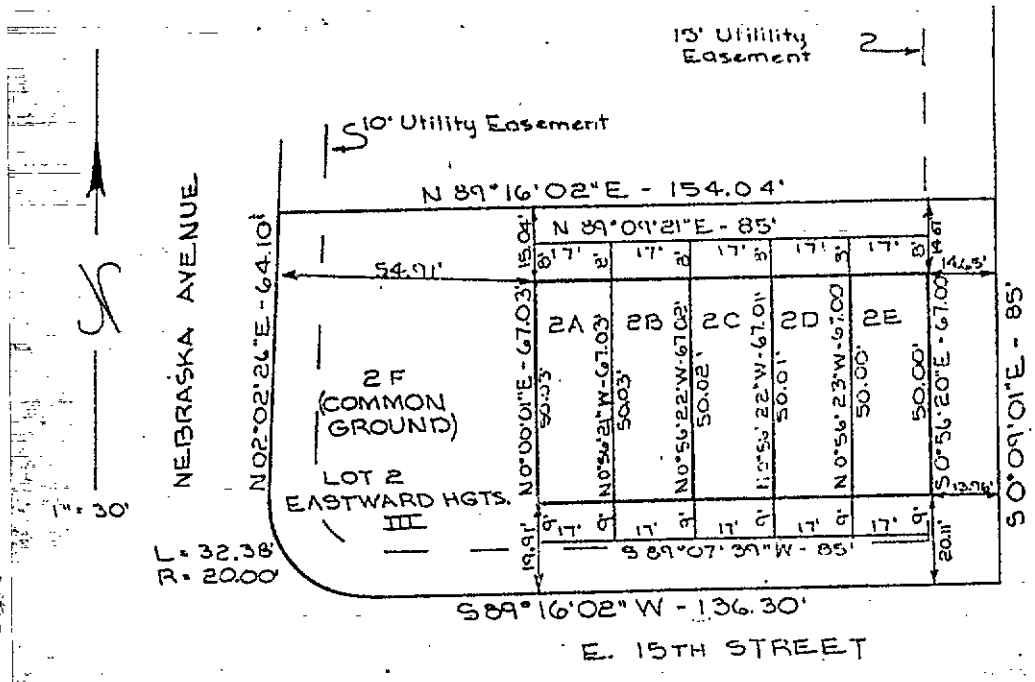
SURVEYOR'S CERTIFICATE

Exhibit "B"

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 -, EASTWARD HEIGHTS III

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

STREET NUMBER 1471 NEBRASKA AVE, THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED AT ~~FEET IN A~~ ~~DIRECTION FROM~~ E. 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 14.87 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE [redacted] / ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 54.91 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12th DAY OF January, 1982.

CHARLES K. WOLZ, P.E. AND L.S. WYO. LIC. NO. 632

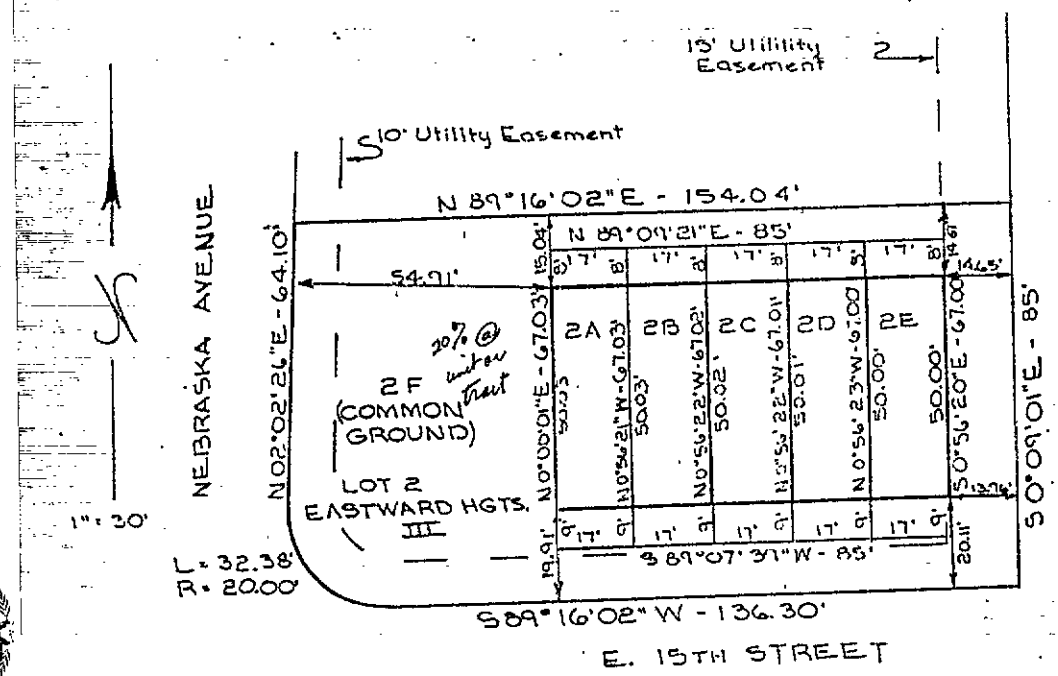
331905

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

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

SURVEYOR'S CERTIFICATE *Exhibit "C"*

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 - , EASTWARD HEIGHTS III

CITY OF CASPER , COUNTY OF NATRONA , STATE OF WYOMING.

STREET NUMBER 1471 NEBRASKA AVE, THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED AT ~~FEET IN A~~ ~~DIRECTION FROM~~ E. 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 14.87 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE [redacted] / ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 54.91 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12th DAY OF January, 1982

CHARLES K. WOLZ, P.E. AND L.S. WYO. LIC. NO. 632

331905 335068

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RECORDED Oct. 8, 1984 AT 8:00 O'CLOCK AM
INSTRUMENT NO. 378203
JOHN J. TOBIN COUNTY CLERK

DECLARATION
VACATING COVENANTS, CONDITIONS AND RESTRICTIONS

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

W I T N E S S E T H:

WHEREAS, declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein; and,

WHEREAS, the real property described in Exhibit "B" attached hereto and incorporated herein was originally developed by the owners thereof to be sold as a Planned Unit Development (PUD); and,

WHEREAS, certain of the originating members and officers of NORFOLK HOMEOWNERS ASSOCIATION were also originally owners and developers of the properties described in Exhibits "A" and "B" attached hereto; and,

WHEREAS, it appears to be in the best interests of certain parties including the City of Casper and mortgagees that the covenant and conditions and restrictions filed of record by NORFOLK HOMEOWNERS ASSOCIATION be vacated and removed; and,

WHEREAS, none of the five separate properties as described in Exhibit "B" have been sold or transferred by deed, contract or otherwise to any buyer or purchaser thereof;

NOW THEREFORE, it is the express intent by these presents that the Declaration of Covenants, Conditions and Restrictions filed of record with the County Clerk of Natrona County as Documents No. 335068 filed on July 19, 1982, and No. 331905 filed on May 27, 1982, be vacated and declared null and void.

NORFOLK HOMEOWNERS ASSOCIATION

Douglas L. Moore
Douglas L. Moore

Carol M. Moore
Carol M. Moore

Ray Walker
Ray Walker

DATED this 1st day of October, 1984.

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STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

On this 1st day of October, 1984, before me appeared Douglas L. Moore, the President of NORFOLK HOMEOWNERS ASSOCIATION, and Carol M. Moore, the Secretary of NORFOLK HOMEOWNERS ASSOCIATION, and Ray Walker, the Vice President of NORFOLK HOMEOWNERS ASSOCIATION, and after each being first duly sworn state that said instrument was signed and sealed in behalf of said NORFOLK HOMEOWNERS ASSOCIATION by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of October, A.D. 1984.

JOAN C. HOWARD - Notary Public
State of Wyoming
Natrona
My Commission Expires May 3, 1986

Joan C. Howard
Notary Public

My commission expires on the 3rd day of May, A.D. 1985.

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EXHIBIT A

All of Lot 2 of Eastward Heights III addition to the City of Casper, Natrona County, Wyoming, excepting therefrom the following lots: Lot 2A; Lot 2B; Lot 2C; Lot 2D; and Lot 2E, more particularly described as:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 83° 06'12" W., 82.45 FEET TO THE SOUTHEAST CORNER OF LOT 2A AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°00'01" E., 67.03 FEET TO A POINT; THENCE N. 89°09' 21" E., 17 FEET TO A POINT; THENCE S. 00°56'21" E., 67.03 FEET TO THE POINT OF BEGINNING. (LOT 2A)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 81° 35'45" W., 65.64 FEET TO THE SOUTHEAST CORNER OF LOT 2B AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'21" W., 67.03 FEET TO A POINT; THENCE N. 89° 09' " E., 17 FEET TO A POINT; THENCE S. 00°56'22" E., 67.02 FEET TO THE POINT OF BEGINNING. (LOT 2B)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 77° 43'02" W., 48.98 FEET TO THE SOUTHEAST CORNER OF LOT 2C AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'22" W., 67.02 FEET TO A POINT; THENCE N. 89°09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'22" E., 67.01 FEET TO THE POINT OF BEGINNING. (LOT 2C)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 51°42' 55' W., 17.66 FEET TO THE SOUTHEAST CORNER OF LOT 2E AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56"23" W., 67.00 FEET TO A POINT; THENCE N. 89°09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'20" E., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 2E)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 70° 54'37" W., 32.66 FEET TO THE SOUTHEAST CORNER OF LOT 2D AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'22" W., 67.01 FEET TO A POINT; THENCE N. 89° 09"21" E., 17 FEET TO A POINT; THENCE S. 00°56'23" E., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 2D)

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EXHIBIT B

That part only of Lot 2, Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, consisting of Lots 2A, 2B, 2C, 2D, and 2E, more particularly described as:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 83° 05'12" W., 82.45 FEET TO THE SOUTHEAST CORNER OF LOT 2A AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°00'01" E., 67.03 FEET TO A POINT; THENCE N. 89°09' 21" E., 17 FEET TO A POINT; THENCE S. 00°56'21" E., 67.01 FEET TO THE POINT OF BEGINNING. (LOT 2A)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 81° 35'45" W., 65.64 FEET TO THE SOUTHEAST CORNER OF LOT 2B AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'21" W., 67.03 FEET TO A POINT; THENCE N. 89° 09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'22" E., 67.02 FEET TO THE POINT OF BEGINNING. (LOT 2B)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 77° 43'02" W., 48.98 FEET TO THE SOUTHEAST CORNER OF LOT 2C AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'22" W., 67.02 FEET TO A POINT; THENCE N. 89°09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'22" E., 67.01 FEET TO THE POINT OF BEGINNING. (LOT 2C)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 70° 54'37" W., 32.66 FEET TO THE SOUTHEAST CORNER OF LOT 2D AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'22" W., 67.01 FEET TO A POINT; THENCE N. 89° 09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'23" E., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 2D)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 51°42' 55" W., 17.66 FEET TO THE SOUTHEAST CORNER OF LOT 2E AND THE POINT OF BEGINNING; THENCE S. 89°07'39" W., 17 FEET TO A POINT; THENCE N. 00°56'22" W., 67.00 FEET TO A POINT; THENCE N. 89°09'21" E., 17 FEET TO A POINT; THENCE S. 00°56'20" E., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 2E)

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