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:

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

See attached Exhibit "C"

The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that the 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.
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 on Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:
(a) the right of the Association's Board of
Directors to make and enforce reasonable rules and regulations
consistent with this Declaration and to charge a reasonable
admission and other fees for the use of any recreational
facility situated upon the Common Area;

(b) the right of the Association to impose monetary
fines which shall constitute a lien upon the owner's unit
and to suspend voting rights and the right to use recreational
facilities by an owner for any period during which an assessment
against his unit remains unpaid. In addition, the Board of
Directors of the Association shall have the power to seek
relief in any Court for violations or to abate unreasonable
disturbances;

(c) the right of the Association to dedicate or
transfer all or any part of the Common Area to any public
agency, authority, or utility for such purposes and subject
to such conditions as may be agreed to by the members. No
such dedication or transfer shall be effective unless an
instrument agreeing to such dedication or transfer signed by
two-thirds of each class of members has been recorded.

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

(2) on ______________, 19__

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

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The 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.
(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

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

Section No. 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.
Section No. 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 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 use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration thereof 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 an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or
its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

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

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

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall 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 acts exposes 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 of 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:
(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

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

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

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

- 9 -

331905
(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 Moore

__________________________

Carol Moore

__________________________

Ray Walker

STATE OF WYOMING                )
COUNTY OF NATRONA               ) ss.

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

Witness my hand and official seal.

__________________________

Carolyn C. Clebaugh, Notary Public

My commission expires:

331905

County of Natrona
State of Wyoming
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 southeast corner of said Lot 2, thence N 03°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.

[Signature]

CHARLES K. WOLZ
P.E. & L.S.

STATE OF WYOMING
REGISTRATION NO. 331905
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 81° 05' 45" W - 65.64 feet to the southeast corner of Lot 29 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.
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. · SUITE 1 · CASPER, WYOMING 82601 · (307) 265-1290
December 24, 1991

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°07'30" 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

[Signature]

[Stamp]

331905
December 24, 1991

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.

[Signature]

Wolz, P.E. & L.T.S.

331905
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.

331905
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYS
932 W. 14TH ST. SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 6, 1992

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 0°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.

331905
SURVEYOR'S CERTIFICATE

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

LOT 2, BLOCK ______, EASTWARD HEIGHTS III
CITY OF CASPER, COUNTY OF UINTA, STATE OF WYOMING.
SHEET NUMBER 14-71, NEBRASKA AVE,
THIS PROPERTY IS Situated on the West side of said street.
This property is located at feet in a direction from 5th st., this being the nearest intersecting street.
I further certify as follows:

1. The buildings and garage situated upon the above described property are wholly within the boundary lines of the property.
2. The driveway lies within said boundary lines.
3. No side line of the building is less than 10.87 feet from any of said boundary lines.
4. There are not encroachments upon the lot from any buildings located upon the adjoining lots.
5. The front wall of the building is 41.91 feet from the front lot line.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12th day of January, 1982.

[Signature]

CHARLES K. WOLF, P.S. AND L.S., WYO., LIC. NO. 632
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:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unit #1</td>
<td>25%</td>
</tr>
<tr>
<td>Unit #2</td>
<td>30%</td>
</tr>
</tbody>
</table>

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

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

Section No. 4. Declarant. "Declarant" shall mean and refer to 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.
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
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, 1986.

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 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 $120.00 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 number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.
Section No. 8. Effect of Nonpayment of Assessments.

Pondex of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent 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 foreclosure or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages.

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

Section No. 10. Reserves and Working Capital.

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

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

ARTICLE V. ARCHITECTURAL CONTROL

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

**ARTICLE VI. PARTY WALLS**

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

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

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

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

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

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

**ARTICLE VII. INSURANCE**

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

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

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

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

Section 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 misconduct, malfeasance, misfeasance, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

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

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

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

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor.
(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

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

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

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

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

Dated this 23 day of February, 1982.

DECLARANT:

NORFOLK HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING

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.

Notary Public

My commission expires:

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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 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 - 67.03 feet to the Point of Beginning

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DESCRIPTION 26

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 81°25'45" 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.

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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 88°07'39" W - 17 feet to a point;
thence N 00°56'22" W - 67.02 feet to a point;
thence N 88°09'21" E - 17 feet to a point;
thence S 00°58'22" E - 67.01 feet to the Point of Beginning.

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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.

[signature]

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

December 24, 1981

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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" V - 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.

[Signature]

Charles W. Wolz, P.E.  & L.S.
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.
SURVEYOR'S CERTIFICATE

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

LOT B, BLOCK --, EASTWARD HEIGHTS III
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 14-71 NEBRASKA AVE.

THE 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 NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 54.90 FEET FROM THE FRONT LOT LINE.

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

CHARLES K. WOLZ, P.E.
K102306848436350684
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1200

February 8, 1982

DESCRIPTION 2 F

All of Lot 2 of Eastwood 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.

331905
335068
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 14.07 FEET FROM ANY SAID BOUNDARY LINES.
4. THERE ARE / ARE NOT ENTRAPMENTS 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. (NE) NO: WYO. LIC. NO. 612
33180368
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.

SURVEYOR'S CERTIFICATE

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 10.87 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 64.91 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.) WYOMING LIC. NO. 632
DECLARATION
VACATING COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH

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
hereeto 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"
att. 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

[Signatures]

Dated this 1st day of October, 1984.

378203 PAGE 1 OF 4 PAGES
STATE OF Wyoming

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


[Signature]

Notary Public

A.D. 1984

[Seal]

[Redacted text]
EXHIBIT A

All of Lot 2 of Eastward Heights III addition to the City of
Cheyenne, 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°16'21" 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' 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. 71°
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 W. 00°56'22" W., 67.02 FEET TO A POINT; THENCE N. 89°06'21"
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., 47.66 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°56'23" W., 67.00 FEET TO A POINT; THENCE N. 89°08'21" E.,
17 FEET TO A POINT; THENCE S. 00°56'20" E., 67.00 FEET TO THE
POINT OF BEGINNING. (LOT 2D)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 70°
54'37" W., 32.86 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., 67.01 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 2E)

378203 PAGE 2 OF 2
EXHIBIT B

That part only of Lot 2, Eastward Heights III Addition to the City of Casper, Natrona County, Wyoming, consisting of Lots 24, 23, 22, 21, and 20, more particularly described as:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 24)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 23)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 22)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 21)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 20)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 19)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 18)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 17)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 16)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 15)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 14)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 13)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 12)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 11)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 10)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 9)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 8)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 7)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 6)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 5)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 4)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 3)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S. 00'00"02'02" E., 67.00 FEET TO A POINT; THENCE W. 00'00"01'01" N., 65.00 FEET TO THE POINT OF BEGINNING. (LOT 2)

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N. 00'00"01'01" E., 65.00 FEET TO A POINT; THENCE W. 00'00"02'02" N., 67.00 FEET TO THE POINT OF BEGINNING. (LOT 1)

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378203 PAGE 4 OF 4 PAGES