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

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

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

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

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

(a) The separately designated and legally described fee simple estates consisting of the space and area of designated Unit deed 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:

- 2 -

331905
(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 first day of the month following the occurrence 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 January 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 therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges; and 2) special assessments for capital improvements, such assessments to be established and collected as hereinbefore provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such interest, costs and 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 a 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 date shall bear interest from the due date at the rate of _% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

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

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

Section No. 10. Reserves and Working Capital.

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

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed 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 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 the said board, or
its designated committee, fail 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 party wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, any Owner who by his negligent or willful use has exposed 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 that 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,
negligent 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 herein shall not be exclusive
of any other rights to which any officer or director, or
former officer or director, may be entitled. The Association
shall, as a common expense, maintain adequate general liability
and officers' and directors' liability insurance to fund
this obligation.

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

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

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

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

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

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

Section 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 13 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 and Kay Walker, this 13th day of February, 1982.

Witness my hand and official seal.

[Notary Public]

My commission expires:

331905
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°55'21" E - 67.03 feet to the Point of Beginning

Description by

Charles K. Wolz, P.E. & L.S.
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 29
and the Point of Beginning;

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

[Signature]

331905
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.

[Signature]

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

December 24, 1991

December 24, 1991
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290

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.

by

[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.
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. 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 CASEY, COUNTY OF NATRONA, STATE OF WYOMING.

THIS PROPERTY IS LOCATED AT FEET FROM _ 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 NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 14.91 FEET FROM THE FRONT LOT LINE.


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

3-14-1982
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by GILLDORN MORTGAGE MIDWEST CORPORATION, hereinafter called the "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:

Lots 1, 2, 3, 4, 5, and 6, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

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 shall run with the 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

When used in this Declaration, the following terms shall have the meaning indicated:

1.1 Association shall mean and refer to WOODFIELD HOMEOWNERS ASSOCIATION, its successors and assigns.

1.2 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 is described as follows:

Lot 1, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming

1.3 Common Expenses shall mean and refer to the actual and estimated expenses of operation of the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the By-Laws and Articles of Incorporation.
1.4 Eligible Holder shall mean the holder of a first mortgage on a Lot who has requested notice from the Association.

1.5 Eligible Insurer or Guarantor shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

1.6 Lot shall mean and refer to Lots 2, 3, 4, 5, and 6 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

1.7 Member shall mean and refer to every person or entity who holds membership in the Association.

1.8 Owner shall mean and refer to the record Owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

1.9 Property shall mean and refer to the real property described in the recital of this Declaration.

ARTICLE II
PROPERTY RIGHTS

2.1 Ownership and Use of Common Area. The Common Area shall be owned by the Association. 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 Lot, 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;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the Owner's Lot and to suspend voting rights for any period during which an assessment against his Lot 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 the Members has been recorded.

2.2 Owners' Restrictions on Property Rights. The
Lots shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants and contract purchasers. No part of this Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purpose.

2.3 Ingress and Egress. The Owner of each Lot, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned Lot. No structure 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.

2.4 Easement for Encroachments. If any portion of the Common Area encroaches on any Lot or any building on a Lot encroaches on the Common Area as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

2.5 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas to the member of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be mandatory for Owners. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

3.2 Voting Rights. The Association shall have one class of voting membership which consist of all Owners. All Owners shall be entitled to one vote for each Lot owned, provided that in no event shall more than one vote exist per Lot. When more than one person holds an interest in any Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The Owners shall advise the secretary of the Association who is to exercise the vote of the Lot. In the absence of such advice, the Lot’s vote shall be suspended in the event more than one person exercises the Lot’s vote.

3.3 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 By-Laws of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with any Lot, be
deemed to covenant and agree to pay to the Association the regular periodic and the special assessments described in this Article, together with interest and costs of collection. All such amounts shall constitute and remain (i) a charge and continuing lien upon the Lot or Lots of the Owner; and (ii) the personal obligation of the person or entity that is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of any rights or by abandonment of his interest. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such interest are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used for: (i) 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; (ii) the operation, maintenance and repair of the joint water and sewer system lines in the Property; (iii) the maintenance and repair of the exterior and roof of the building comprising the residences on the Properties; (iv) establishing and funding a reserve to cover major repairs to the Common Area, the exterior and roof of the building and the joint water and sewer lines; and (v) payment of the costs of taxes and insurance on the Common Area, and (vi) payment of any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

4.3 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any Association expenses not reasonably capable of being fully paid with funds generated by regular periodic assessments; (ii) the costs of any unexpectedly required repair or replacement of an improvement; (iii) the construction, reconstruction, or repair of any improvement for the common benefit of all of the Property. Any such special assessment must be assessed to by sixty percent (60%) of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members present at such meeting in person or by proxy and entitled to vote shall constitute a quorum at the meeting.

4.4 Uniform Rate of Assessment. Both regular periodic and special assessments shall be fixed at a uniform rate for all Lots.

4.5 Regular Periodic Assessments. The regular periodic assessments provided for herein in such amounts as may
be established by the Board of Directors from time to time, shall
become due and payable on such dates during such or months as
shall be established from time to time by the Board of Directors.
At least fifteen (15) days prior to the effective date of any change
in amount of the regular periodic assessment, the Association
shall give each Owner written notice of the amount and first due
currence of the assessment concerned. The Board of Directors, in its
discretion, may provide that the regular periodic assessments can
be paid by Owners on a monthly, quarterly, semi-annual, annual or
other basis.

4.6 Effect of Nonpayment—Remedies. Any assessment
not paid within thirty (30) days after the due date shall bear
interest at the rate of eight percent (8%) per annum. The Association may bring an action at law against
the Owner personally obligated to pay the same, and/or foreclose
the lien against the property. The Board of Directors of the
Association shall have the power to bid on the Lot at the fore-
closure sale and to hold, lease, mortgage and convey the Lot.
Any action at law brought to recover a money judgment for nonpay-
ment of assessments shall be maintained without foreclosing or
waiving the lien securing payment of the assessments.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 Architectural Control. No building, fence,
wall, structure or landscaping shall be commenced, erected or
maintained upon the Properties, nor shall any exterior addition,
change or alteration 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 the Board of Directors, 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

6.1 General Rules of Law to Apply. Each wall which
is built as a part of the original construction of the residences
upon the Properties and placed on the dividing line between the
residences 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
tereto.
6.2 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.

6.3 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 Owner thereafter makes use of the wall, the other Owner 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.

6.4 Weather Proofing. 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.

6.5 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.

6.6 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
GENERAL PROVISIONS

7.1 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.

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

7.3 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 by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and consented to by at least fifty
7.4 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney 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.

7.5 Insurance. The Association may, as a common expense, maintain such liability and property insurance as the Board of Directors deem necessary or advisable to protect the interests of the Association and Owners.

7.6 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 Lot number), will be entitled to timely written notice of:

(a) Any proposed amendment of this Declaration affecting a change in the boundaries of any Lot or the exclusive easement rights of the Lot or the interests in the Common Area or the liability for any assessments for the Lot or the number of votes in the Association for any Lot or the purposes to which any Lot or the Common Area are restricted;

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

(c) Any delinquency in the payment of assessments or charges owned by an Owner of a Lot 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.

7.7 Insurance Trustee and Power of Attorney. Each Owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining 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 a condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Area.

7.8 Association Documents and Financial Statements. The Articles of Incorporation of the Association are attached as Exhibit "A" to this Declaration. The By-Laws of the Association are attached as Exhibit "B" to this Declaration. The Association shall make available for inspection to every Owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any Lot the current copies of the Declaration, Articles, By-Laws, rules and regulations, books, records and financial statements of the Association during normal business hours.

7.9 Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this Declaration or the By-Laws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 2nd day of September, 1987.

DECLARANT:

[Signature]

GILLDORN MORTGAGE MIDWEST CORPORATION

By Virginia Morgan
Assistant Vice-President

STATE OF WYOMING

ss.

County of Natrona

The foregoing instrument was acknowledged before me by Virginia Morgan known to me to be the Assistant Vice-President of Gildorn Mortgage Midwest Corporation on this 2nd day of September, 1987.
ARTICLES OF INCORPORATION
OF
WOODFIELD HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-1-101 through §17-15-136, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Woodfield Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 143 North Kimball, Casper, Natrona County, Wyoming 82601.

ARTICLE III

Gunars Ruosta, whose address is 143 North Kimball, Casper, Wyoming 82601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation and architectural control of the townhouses and Common Area within that certain tract of property described as:

Lot 1, (Common Area), Lots 2, 3, 4, 5, and 6, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Natrona County Clerk and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise),
hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Wyoming by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of at least three directors.

The names of the person who shall manage the affairs of the corporation for the first corporate year and until their successors shall be duly elected are:

Virginia Morgan
Gilidorn Mortgage Midwest
1301 Woodfield Road
Schaumburg, Illinois 60173
Jerry A. Yaap  
136 South Wolcott  
Suite 304  
Odd Fellow Building  
Casper, Wyoming 82601

Marvin L. Bishop, III  
136 South Wolcott  
Suite 304  
Odd Fellow Building  
Casper, Wyoming 82601

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by not less than two-thirds of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment of these Articles shall require the assent of 75% of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of June, 1987.

Virginia Morgan

Jerry A. Yaap

Marvin L. Bishop, III

VERIFICATION

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Virginia Morgan, being first duly sworn upon her oath, and being of lawful age, deposes and states:

That she is one of the persons described herein; that she executed the foregoing Articles of Incorporation; that she has read the same; and that the statements contained therein are true.
Subscribed and sworn to before me this 11th day of June, 1987, by Virginia Morgan.

Jerry A. Yaap, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained herein are true.

Jerry A. Yaap

Subscribed and sworn to before me this 11th day of June, 1987, by Jerry A. Yaap.

Marvin L. Bishop, III, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Marvin L. Bishop, III

Subscribed and sworn to before me this 11th day of June, 1987, by Marvin L. Bishop, III.
BY-LAWS

OF

WOODFIELD HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is WOODFIELD HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Casper, Natrona County, Wyoming, but meeting of members and directors may be held at such places within the State of Wyoming, County of Natrona, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to WOODFIELD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "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 is described as follows:

Lot 1, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming

Section 3. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of the Recorder of Deeds of Natrona County, Wyoming, as Instrument No. 421505.

Section 4. "Declarants" shall mean and refer to Gilford Mortgage Midwest Corp., a Delaware corporation, or its successors and assigns.

Section 5. "Member" shall mean and refer to a person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

EXHIBIT 9
Section 7. "Properties" shall mean and refer to the real property described in the Declaration and any additions as may be brought into the jurisdiction of the Association.

Section 8. "Lot" shall mean and refer to Lots 2, 3, 4, 5, and 6 in Eastward Heights V, an addition to the City of Casper, Wyoming.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members, who are entitled to vote 60% of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of a person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days and not more than 30 (thirty) days before the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 60% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented as provided in the Declaration or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association...
shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect at least three (3) directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a Manager, as independent contractor, Insurance Trustee or such other employees as they deem necessary, and to prescribe their duties.
Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 60% of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the regular periodic assessments against each Lot at least 15 days in advance in any change in the periodic assessments.

(2) Send written notice of each assessment to every Owner subject thereto at least 15 days in advance of any change in the periodic assessments.

(3) Foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior and roof of the building comprising the townhouses on the Lots to be maintained.

(i) Cause the joint water and sewer system lines on the property to be operated, repaired and maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of
this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice President shall act in the place and
stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be audited by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association periodic and special
assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the rate of 18% per annum, and the Association may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonsense of the Common Area or abandonment of his Lot.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference these words: WOODFIELD HOME-OWNERS ASSOCIATION.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

DATED this 11th day of June, 1987.

President

Secretary
DECLARATION VACATING
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION made this 4th day of September, 1987, by Gillen Mortgage Midwest Corporation commonly referred to herein as "Declarant";

WITNESSETH:

WHEREAS, Declarant, as the owner of Lots 6, 9, and 10, Block 16, Eastward Heights I; Lot 1, Block 12, Eastward Heights I; and Lot 2, Eastward Heights III, additions to the City of Casper, Natrona County, Wyoming, has filed herein a Declaration of Partial Vacation of Plat on August 17, 1987, as Instrument No. 430581 in the Office of the County Clerk of Natrona County, Wyoming.

WHEREAS, the above-described real property has now been replatted as Lots 1 through 25, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

WHEREAS, on September 3, 1987, Covenants, Conditions, and Restrictions were recorded against Lots 1, 2, 3, 4, 5, and 6, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, as Instrument No. 431595, Records of Natrona County, Wyoming.

WHEREAS, on September 3, 1987, Covenants, Conditions, and Restrictions were recorded against Lots 7, 8, 9, 10, 11, and 12, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, as Instrument No. 431596, Records of Natrona County, Wyoming.

WHEREAS, on September 3, 1987, Covenants, Conditions, and Restrictions were recorded against Lots 13, 14, 15, 16 and 17, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, as Instrument No. 431598, Records of Natrona County, Wyoming.

WHEREAS, on September 3, 1987, Covenants, Conditions, and Restrictions were recorded against Lots 18 through 25,
Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, as Instrument No. 431600, Records of Natrona County, Wyoming.

WHEREAS, by filing the Vacation and Replat of Eastward Heights III, Lot 2; and Eastward Heights I, Lot 1, Block 12; Lot 6, Block 16; and Lots 9 and 10, Block 16, as Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, and by filing and recording the Covenants, Conditions and Restrictions against Lots 1 through 25, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, Declarant, as the owner of the above-described real property, has and does vacate the following Declaration of Covenants, Conditions, Restrictions previously filed of record, to wit:

1. The Declaration of Covenants, Conditions, and Restrictions filed against the real property formerly described as Lot 2, Eastward Heights III, addition to the City of Casper, Natrona County, Wyoming, recorded May 27, 1982, as Instrument No. 331905, and re-recorded July 19, 1982, as Instrument No. 335068, Records of Natrona County, Wyoming.

2. The Declaration of Covenants, Conditions and Restrictions filed against the real property formerly described as Lot 1, Block 12, Eastward Heights I, an addition to the City of Casper, Natrona County, Wyoming, recorded July 19, 1982, as Instrument No. 335069, Records of Natrona County, Wyoming.

3. The Declaration of Covenants, Conditions and Restrictions filed against the real property formerly described as Lots 6, Block 16, Eastward Heights I, an addition to the City of Casper, Natrona County, Wyoming, recorded on May 25, 1982, as Instrument No. 331739, and re-recorded on July 19, 1982, as Instrument No. 335067, Records of Natrona County, Wyoming.

4. The Declaration of Covenants, Conditions and Restrictions filed against the real property formerly described as Lots 9 and 10, Block 16, Eastward Heights I, an addition to the City of Casper, Natrona County, Wyoming, recorded on June 2, 1982, as Instrument No. 332131, and re-recorded on July 19, 1982, as Instrument No. 335066, Records of Natrona County, Wyoming.

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Declarant, by filing this Declaration Vacating Covenants, Conditions, and Restrictions, is declaring that the Covenants, Conditions, and Restrictions recorded September 3, 1987, against Lots 1 through 25, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, as Instruments No. 431595, 431596, 431598, and 431600, Records of Natrona County, Wyoming, shall constitute the Covenants, Conditions and Restrictions against Lots 1 through 25, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming. That the former Covenants, Conditions and Restrictions as set forth in paragraphs numbered 1 through 4 above, be, and they are hereby vacated by the Declarant.

DATED 4th day of September, 1987.

DECLARANT
Gilldorn Mortgage Midwest Corp.

By Virginia Morgan
Assistant Vice-President

STATE OF ILLINOIS )
County of Cook ) ss.

On this 4th day of September, 1987, before me personally appeared Virginia Morgan, to me personally known, who being by me duly sworn, did say that she is the Assistant Vice President of Gilldorn Mortgage Midwest Corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Virginia Morgan acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

Notary Public
Patricia Dewitt

My commission expires:
July 25, 1989

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DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by GILDOORN MORTGAGE MIDWEST CORPORATION, hereinafter called the "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:

Lots 7, 8, 9, 10, 11, and 12, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

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 shall run with the 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

When used in this Declaration, the following terms shall have the meaning indicated:

1.1 Association shall mean and refer to ROGERS PARK HOMEOWNERS ASSOCIATION, its successors and assigns.

1.2 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 is described as follows:

Lot 12, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

1.3 Common Expenses shall mean and refer to the actual and estimated expenses of operation of the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the By-Laws and Articles of Incorporation.

1.4 Eligible Holder shall mean the holder of a first mortgage on a Lot who has requested notice from the Association.
1.5 Eligible Insurer or Guarantor shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

1.6 Lot shall mean and refer to Lots 7, 8, 9, 10 and 11 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

1.7 Member shall mean and refer to every person or entity who holds membership in the Association.

1.8 Owner shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

1.9 Property shall mean and refer to the real property described in the recital of this Declaration.

**ARTICLE II**
PROPERTY RIGHTS IN COMMON AREA
AND COMMON USE AREA

2.1 Ownership and Use of Common Area. The Common Area shall be owned by the Association. 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 Lot 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;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the Owners' Lot and to suspend voting rights for any period during which an assessment against his Lot 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 the Members has been recorded.

2.3 Owners' Restrictions on Property Rights. The
Lots shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants and contract purchasers. No part of this Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purpose.

2.4 Ingress and Egress. The Owner of each Lot, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned Lot. No structure including walls, fences, paving or planting shall be erected upon any part of the property which will interfere with the right of ingress and egress.

2.5 Easement for Encroachments. If any portion of the Common Area encroaches on any Lot or other building on a Lot encroaches on the Common Area as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of same shall exist as long as the encroachment exists.

2.6 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be mandatory for Owners. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

3.2 Voting Rights. The Association shall have one class of voting membership which consist of all Owners. All Owners shall be entitled to one vote for each Lot owned, provided that in no event shall more than one vote exist per Lot. When more than one person holds an interest in any Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The Owners shall advise the Secretary of the Association who is to exercise the vote of the Lot. In the absence of such advice, the Lot’s vote shall be suspended in the event more than one person exercises the Lot’s vote.

3.3 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 By-Laws of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with any Lot, be
deemed to covenant and agree to pay to the Association the regular periodic and the special assessments described in this Article, together with interest and costs of collection. All such amounts shall constitute and remain: (i) a charge and continuing lien upon the Lot or Lots of the Owner; and (ii) the personal obligation of the person or entity that is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of any rights or by abandonment of his interest. Upon the request of any Owner or prospective purchaser: or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such interest are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used for: (i) 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; (ii) the cooperation, maintenance and repair of the joint water and sewer system lines in the Property; (iii) the maintenance and repair of the exterior and roof of the building comprising the residences on the Property; (iv) establishing and funding a reserve to cover major repairs to the Common Area, the exterior and roof of the building and the joint water and sewer lines; (v) payment of the costs of taxes and insurance on the Common Area, and (vi) payment of any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

4.3 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any Association expenses not reasonably capable of being fully paid with funds generated by regular periodic assessments; (ii) the costs of any unexpectedly required repair or replacement of an improvement; (iii) the construction, reconstruction, or repair of any improvement for the common benefit of all of the Property. Any such special assessment must be assented to by sixty percent (60%) of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members present at such meeting in person or by proxy and entitled to vote shall constitute a quorum at the meeting.

4.4 Uniform Rate of Assessment. Both regular periodic and special assessments shall be fixed at a uniform rate for all Lots.

4.5 Regular Periodic Assessments. The regular periodic assessments provided for herein in such amounts as may
be established by the Board of Directors from time to time, shall become due and payable on such dates during such periods as shall be established from time to time by the Board of Directors. At least fifteen (15) days prior to the effective date of any change in amount of the regular periodic assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The Board of Directors, in its discretion, may provide that the regular periodic assessments can be paid by Owners on a monthly, quarterly, semi-annual, annual or other basis.

4.6 Effect of Nonpayment—Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid on the Lot at the foreclosure sale and to hold, lease, mortgage and convey the Lot. 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.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 Architectural Control. No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, change or alteration 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 the Board of Directors, 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

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between the residences 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.
6.2 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.

6.3 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 Owner thereafter makes use of the wall, the other Owner 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.

6.4 Weather Proofing. 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.

6.5 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.

6.6. 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
GENERAL PROVISIONS

7.1 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 hereafter.

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

7.3 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 by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and consented to by at least fifty
percent (50%) of the Eligible Holders holding mortgages on the Lots. Any amendment must be recorded.

7.4 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney 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 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.

7.5 Insurance. The Association may, as a common expense, maintain such liability and property insurance as the Board of Directors deem necessary or advisable to protect the interests of the Association and Owners.

7.6 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 Lot number), will be entitled to timely written notice of:

(a) Any proposed amendment of this Declaration affecting a change in the boundaries of any Lot or the exclusive easement rights of the Lot or the interests in the Common Area the liability for any assessments for the Lot or the number of votes in the Association for any Lot or the purposes to which any Lot or the Common Area are restricted;

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

(c) Any delinquency in the payment of assessments or charges owned by an Owner of a Lot 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.

7.7 Insurance Trustee and Power of Attorney. Each Owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining 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 a condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Area.

7.8 Association Documents and Financial Statements. The Articles of Incorporation of the Association are attached as Exhibit "A" to this Declaration. The By-Laws of the Association are attached as Exhibit "B" to this Declaration. The Association shall make available for inspection to every Owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any Lot the current copies of the Declaration, Articles, By-Laws, rules and regulations, books, records and financial statements of the Association during normal business hours.

7.9 Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this Declaration or the By-Laws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 2nd day of September, 1987.

DECLARANT:

GILLIVORN MORTGAGE MIDWEST CORPORATION

No seal available

By Virginia Morgan
Assistant Vice-President

STATE OF WYOMING

County of Natrona

ss.

The foregoing instrument was acknowledged before me by Virginia Morgan known to me to be the Assistant Vice-President of Gillivorn Mortgage Midwest Corporation on this 2nd day of September, 1987.
Witness my hand and official seal.

Vickie Bauler
Notary Public

My commission expires: August 7, 1990
ARTICLES OF INCORPORATION
OF
ROGERS PARK HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-1-101 through §17-15-136, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Rogers Park Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at
143 North Kimball, Casper, Natrona County, Wyoming 82601.

ARTICLE III

Gunars Hvastkova, whose address is 143 North Kimball, Casper, Wyoming 82601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation and architectural control of the townhouses and Common Area within that certain tract of property described as:

Lot 12, (Common Area), Lots 7, 8, 9, 10, and 11, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Natrona County Clerk and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire by gift, purchase or otherwise...
hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Wyoming by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of at least three directors.

The names of the person who shall manage the affairs and concerns of the corporation for the first corporate year and/or until their successors shall have been duly elected are:

Virginia Morgan
Gilford Mortgage Midwest
1501 Woodfield Road
Schaumburg, Illinois 60173
ARTICLE VIII
Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
Duration

The corporation shall exist perpetually.

ARTICLE X
Amendment

Amendment of these Articles shall require the assent of 75% of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of June, 1987.

Virginia Morgan
Jerry A. Yap
Marvin L. Bishop, III

VERIFICATION

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

Virginia Morgan, being first duly sworn upon her oath, and being of lawful age, deposes and states:

That she is one of the persons described herein; that she executed the foregoing Articles of Incorporation; that she
has read the same; and that the statements contained herein are true.

Virginia Morgan

Subscribed and sworn to before me this 11th day of June 1987, by Virginia Morgan.

Vickie Bauer
Notary Public

State of Wyoming
County of Natrona

Jerry A. Yaap, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained herein are true.

Jerry A. Yaap

Subscribed and sworn to before me this 11th day of June 1987, by Jerry A. Yaap.

Vickie Bauer
Notary Public

State of Wyoming
County of Natrona

Marvin L. Bishop, III, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Marvin L. Bishop, III

Subscribed and sworn to before me this 11th day of June 1987, by Marvin L. Bishop, III.

Vickie Bauer
Notary Public

My commission expires: August 7, 1990

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BY-LAWS
OF
ROGERS PARK HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is ROGERS PARK HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Casper, Natrona County, Wyoming, but meeting of members and directors may be held at such places within the State of Wyoming, County of Natrona, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to ROGERS PARK HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "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 is described as follows:

Lot 12, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming

Section 3. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of the Recorder of Deeds of Natrona County, Wyoming, as Instrument No. 431593.

Section 4. "Declarants" shall mean and refer to Gillisom Mortgage Midwest Corp., a Delaware corporation, or its successors and assigns.

Section 5. "Member" shall mean and refer to a person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any Lot 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 7. "Properties" shall mean and refer to the real property described in the Declaration and any additions as may be brought into the jurisdiction of the Association.

Section 8. "Lot" shall mean and refer to Lots 7, 8, 9, 10 and 11 in Eastward Heights V, an addition to the City of Casper, Wyoming.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members, who are entitled to vote 50% of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of a person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days and not more than 30 (thirty) days before the meeting to each member entitled to vote, addressed to the member’s address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 50% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented as provided in the Declaration or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association

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shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect at least three (3) directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a Manager, as independent contractor, Insurance Trustee or such other employees as they deem necessary, and to prescribe their duties.
Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 60% of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the regular periodic assessments against each Lot at least 15 days in advance in any change in the periodic assessments.

(2) Send written notice of each assessment to every Owner subject thereto at least 15 days in advance of any change in the periodic assessments.

(3) Foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior and roof of the building comprising the townhouses on the Lots to be maintained.

(i) Cause the joint water and sewer system lines on the property to be operated, repaired and maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a
Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or
refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be audited by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association periodic and special assessments which are secured by a continuing lien upon the
property against which the assessment is made. Any assessments
which are not paid when due shall be delinquent. If the assess-
ment is not paid within 30 days after the due date, the assess-
ment shall bear interest from the due date at the rate of 18% per
annum, and the Association may bring action at law against the
owner personally obligated to pay the same or foreclose the lien
against the property, and interest, costs and reasonable attor-
ney's fees of any such action shall be added to the amount of
such assessment. No owner may waive or otherwise escape liabil-
ity for the assessments provided for herein by nonuse of the
Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form
having within its circumference these words: ROGERS PARK HOME-
OWNERS ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular
or special meeting of the members, by a vote of a majority of a
quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the
Articles of Incorporation and these By-Laws, the Articles shall
control; and in the case of any conflict between the Declaration
and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the
first day of January and end on the 31st day of December of every
year, except that the first fiscal year shall begin on the date
of incorporation.

DATED this 11th day of June, 1987.

[Signature]
Secretary

[Signature]
President
BUILDING RESTRICTIONS

LOTS 16 to 30 INCLUSIVE IN BLOCK 19 and LOTS 15 to 29 INCLUSIVE IN BLOCK 20 ALL IN HIGHLAND PARK ADDITION TO THE CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

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

NOW, THEREFORE, the undersigned owners do hereby agree and impose upon the real property described as lots 16 to 30 inclusive in block 19 and lots 15 to 26 inclusive in block 20 all in Highland Park Addition to the city of Casper, County of Natrona, State of Wyoming, the following covenants and restrictions to-wit:

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

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

3. No residential structure shall be erected or placed on any building lot, which lot has an area of not less than 5,000 square feet or a width of not less than 95 square feet across the front setback line.

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

5. No trailer, tent, shack, garage, barn or outbuilding erected on said tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence and
furthermore all construction shall be new, no building or buildings
may be moved from another location to any site herein.
6. No dwelling house shall be erected on any residential plot, which,
in the case of a one story dwelling has an area of less than 900 square
foot and the case of a one and one-half story dwelling not less than
800 square feet on the main floor, exclusive of open porches and garage.
7. No oil drilling, oil development operations, mining, mining operations
of any kind shall be permitted in any land contained in the said resident-
ital lots.
8. Yard fences may extend only from the rear of any lot to the
the house thereon, and there shall be no front yard fences.

THESE COVENANTS AND RESTRICTIONS shall run with the land and shall
be binding on the parties hereto and to their respective successors,
administrators, and assigns, and all persons claiming under and through
them until twenty-five years from the date hereof, at which time said
restrictions shall automatically extend for successive ten year periods
unless by a vote of the majority of the then owners of record of said
residential lots it is agreed to change said restrictions in whole or
part.

Any owner of record of any residential plot covered by these re-
strictions may sue in law or equity to enjoin the violation of any of
the within restrictions or for damages for the violation thereof.

Dated this 28th day of February 1959.

SIGNED:

JAMES DIAMOND

STATE OF WASHINGTON

MATRON COUNTY

On this 28th day of February 1959, before me personally appeared
and was known to be the person described in and who executed the fore-
mentioned instrument as its own free act and deed.

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

Notary Public

My commission expires April 10, 1960
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 "A"

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

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

- 2 -

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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 upon 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, 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 $420.00 per unit.
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8465

Section No. 4. Special Assessments for Capital Improvements. In addition to the assessments provided for in Sections 1 and 4, there shall be authorized a one-half cent special assessment for capital improvements. Any such assessment shall be limited to $0.50 per unit and shall be levied at the same time as the annual assessment, provided the required quorum at the special meeting shall be one-half of the required quorum at the preceding meeting.

Section No. 5. Notice and Quorum. Notice of any special meeting shall be given by the Association to all members of the Association, and shall be mailed or delivered personally not fewer than thirty (30) days nor more than sixty (60) days before the date of the meeting. At the annual meeting, the board of directors may fix the annual assessment rate for all units and may be collected on a monthly basis.

Section No. 6. Uniform Rate of Assessment. Both the regular and special assessments provided for in Sections 1 and 4 shall be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Assessments. The date of assessments shall commence as to all units on July 1st of each year.
Section No. 8. Effect of Nonpayment of Assessments.

Preamble of the Association. Any assessment not paid within thirty (30) days after the due date shall become due at the rate of 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 must be brought to recover a money judgment for nonpayment of assessments that 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 the assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

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

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to ensure that the Association 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 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 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.
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(e).
(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 leases 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

[Signature]

STATE OF WYOMING

COUNTY OF NATRONA

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

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires:

[Seal with dates]
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 89°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.

331905
335068
DESCRIPTION 26

A portion of Lot 2 of Eastward Heights III Addition

1

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 28
and the Point of Beginning;

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

331905
335058
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. • SUITE 1 • CASPER, WYOMING 82601 • (307) 265-1290

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.

S. K. Wolz, P.E. & L.S.
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.
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
335068
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 0, 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.

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 ON UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT R, BLOCK ____, EASTWARD HEIGHTS III
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

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 ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 64.01 FEET FROM THE FRONT LOT LINE.

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

CHARLES K. WOLZ
31905-635068
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 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 particu-
larly 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 14.97 FEET FROM ANY 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 54.91 FEET FROM THE FRONT LOT LINE.

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

[Signature]

CHARRY K. WOLZ, P. E. (LAND L.S.) WYOMING LIC. NO. 612

3319 3068
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 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 44.91 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
OF
COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by GILDDORN MORTGAGE MIDWEST CORPORATION, hereinafter called the "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:

Lots 13, 14, 15, 16 and 17, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

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 shall run with the 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

When used in this Declaration, the following terms shall have the meaning indicated:

1.1 Association shall mean and refer to SCHAUMBURG HOMEOWNERS ASSOCIATION, its successors and assigns.

1.2 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 is described as follows:

Lot 13, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

1.3 Common Use Area shall mean those portions of all of the Lots to be used as a common driveway and parking lot as described in Section 2.2 of this Declaration.

1.4 Common Expenses shall mean and refer to the actual and estimated expenses of operation of the Association including reserves as may be found to be necessary by the Board
of Directors of the Association pursuant to this Declaration, the By-Laws and Articles of Incorporation.

1.5 Eligible Holder shall mean the holder of a first mortgage on a Lot who has requested notice from the Association.

1.6 Eligible Insurer or Guarantor shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

1.7 Lot shall mean and refer to Lots 14, 15, 16, and 17 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

1.8 Member shall mean and refer to every person or entity who holds membership in the Association.

1.9 Owner shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

1.10 Property shall mean and refer to the real property described in the recital of this Declaration.

ARTICLE II
PROPERTY RIGHTS IN COMMON AREA
AND COMMON USE AREA

2.1 Ownership and Use of Common Area. The Common Area shall be owned by the Association. 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 Lot subject to the provisions hereinafter contained.

2.2 Common Use Area. Declarant has executed and recorded a Reciprocal Easement which gives the Owner of each Lot, in common with the other Lot Owners, an easement and right to use the portion of each of the Lots between the street and the residences on the those Lots, as described in said easement and shown on the Enlarged Paseal Subdivision Plat for the Eastward Heights V addition, a common driveway and parking lot. A copy of the Reciprocal Easement is attached as Exhibit "C" to this Declaration. The portion of the Lots covered by this easement are collectively referred to in this Declaration as the Common Use Area. Every Lot shall be subject to this easement, and the Owner of each Lot shall have a right and easement of enjoyment and use of the portion of the Common Use Area on the other Lots for parking and ingress and egress to the residence on its Lot, which easement shall be appurtenant to and shall pass with the title to every Lot. The Common Use Area and the Common Area shall be maintained and controlled by the Association in
accordance with this Declaration and its By-Laws. The easements and rights of use of the Common Area and Common Use Area shall be 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;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the Owners' Lot and to suspend voting rights for any period during which an assessment against his Lot 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 the Members has been recorded.

2.3 Owners' Restrictions on Property Rights. The Lots shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants and contract purchasers. No part of this Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purpose.

2.4 Ingress and Egress. The Owner of each Lot, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned Lot. No structure including walls, fences, paving or planting shall be erected upon any part of the property which would interfere with the right of ingress and egress.

2.5 Easement for Encroachments. If any portion of the Common Area encroaches on any Lot or other building on a Lot encroaches on the Common Area as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of same shall exist as long as the encroachment exists.

2.6 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a
member of the Association. Membership shall be mandatory for Owners. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

3.2 Voting Rights. The Association shall have one class of voting membership which consist of all Owners. All Owners shall be entitled to one vote for each Lot owned, provided that in no event shall more than one vote exist per Lot. When more than one person holds an interest in any Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The Owners shall advise the secretary of the Association who is to exercise the vote of the Lot. In the absence of such advise, the L's vote shall be suspended in the event more than one person exercises the Lot's vote.

3.3 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 By-Laws of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with any Lot, be deemed to covenant and agree to pay to the Association the regular periodic and the special assessments described in this Article, together with interest and costs of collection. All such amounts shall constitute and remain: (i) a charge and continuing lien upon the Lot or Lots of the Owner; and (ii) the personal obligation of the person or entity that is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of any rights or by abandonment of his interest. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such interest are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used for: (i) the maintenance and repair of the Common Area and Common Use Area and any sidewalk which may be part of the Common Area or Common Use Area, if not dedicated to public maintenance; (ii) the operation, maintenance and repair of the joint water and sewer system lines in the Property; (iii) the maintenance and repair of the exterior and roof of the building comprising the residence on the Property; (iv) establishing and funding a reserve to cover major repairs to the Common Area and Common Use Area, the exterior and roof of the building and the joint water and sewer lines; (v) payment of the costs of taxes and insurance on the Common Area, and (vi) payment
of any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

4.3 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any Association expenses not reasonably capable of being fully paid with funds generated by regular periodic assessments; (ii) the costs of any unexpectedly required repair or replacement of an improvement; (iii) the construction, reconstruction, or repair of any improvement for the common benefit of all of the Property. Any such special assessment must be assessed to by sixty percent (60%) of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members present at such meeting in person or by proxy and entitled to vote shall constitute a quorum at the meeting.

4.4 Uniform Rate of Assessment. Both regular periodic and special assessments shall be fixed at a uniform rate for all Lots.

4.5 Regular Periodic Assessments. The regular periodic assessments provided for herein in such amounts as may be established by the Board of Directors from time to time, shall become due and payable on such dates during such periods as shall be established from time to time by the Board of Directors. At least fifteen (15) days prior to the effective date of any change in amount of the regular periodic assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The Board of Directors, in its discretion, may provide that the regular periodic assessments can be paid by Owners on a monthly, quarterly, semi-annual, annual or other basis.

4.6 Effect of Nonpayment—Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid on the Lot at the foreclosure sale and to hold, lease, mortgage and convey the Lot. 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.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 Architectural Control. No building, fence, wall, structure or landscaping shall be commenced, erected or
maintained upon the Properties, nor shall any exterior addition, change or alteration 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 the Board of Directors, 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

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between the residences 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.

6.2 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.

6.3 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 Owner thereafter makes use of the wall, the other Owner 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.

6.4 Weather Proofing. Notwithstanding any other provision of this Article, an Owner 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.

6.5 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.

6.6. 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
GENERAL PROVISIONS

7.1 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.

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

7.3 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 by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and consented to by at least fifty percent (50%) of the Eligible Holders holding mortgages on the Lots. Any amendment must be recorded.

7.4 Indemnification. The Association shall indemnify every officer and director against any and all expenses, including attorney 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 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.

7.5 Insurance. The Association may, as a common expense, maintain such liability and property insurance as the
Board of Directors deem necessary or advisable to protect the
interests of the Association and Owners.

7.6 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 Lot number), will be entitled to
timely written notice of:

(a) Any proposed amendment of this Declaration
affecting a change in the boundaries of any Lot or the exclusive
easement rights of the Lot or the interests in the Common Area or
the easement rights in the Common Use Areas or the liability
for any assessments for the Lot or the number of votes in the Asso-
ciation for any Lot or the purposes to which any Lot or the
Common Area and the Common Use Area are restricted;

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

(c) Any delinquency in the payment of assess-
ments or charges owed by an Owner of a Lot 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 modi-
fication of any insurance policy maintained by the Association.

7.7 Insurance Trustee and Power of Attorney. Each
Owner appoints the Association or its authorized representative
as attorney-in-fact for purchasing and maintaining 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 a condemnation proceeding or in negotiations with
any condemning authority for acquisition of any of the Common
Area.

7.8 Association Documents and Financial Statements.
The Articles of Incorporation of the Association are attached as
Exhibit "A" to this Declaration. The By-Laws of the Association
are attached as Exhibit "B" to this Declaration. The Association
shall make available for inspection to every Owner and Eligible
Holder, Insurer or Guarantor of any first mortgage on any Lot the
current copies of the Declaration, Articles, By-Laws, rules and
regulations, books, records and financial statements of the
Association during normal business hours.

7.9 Binding Nature. All agreements and determina-
tions lawfully made by the Association in accordance with this
Declaration or the By-Laws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 2nd day of September, 1987.

DECLARANT:

GILLDORN MORTGAGE MIDWEST CORPORATION

By (Virginia Morgan
Assistant Vice-President

STATE OF WYOMING  )
County of Natrona  ) ss.

The foregoing instrument was acknowledged before me by Virginia Morgan known to me to be the Assistant Vice-President of Gildorn Mortgage Midwest Corporation on this 2nd day of September, 1987.

Witness my hand and official seal.

My commission expires: August 7, 1990

Notary Public

[Notary Seal]
ARTICLES OF INCORPORATION
OF
SCHAUMBURG HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-1-101 through §17-15-136, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Schaumburg Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 143 North Kimball, Casper, Natrona County, Wyoming 82601.

ARTICLE III

Gunars Hvasikovs, whose address is 143 North Kimball, Casper, Wyoming 82601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation and architectural control of the townhouses and Common Area within that certain tract of property described as:

Lot 13, (Common Area), Lots 14, 15, 16, and 17, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Natrona County Clerk and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses in connection therewith and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) any...
hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Wyoming by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of at least three directors.

The names of the person who shall manage the affairs and concerns of the corporation for the first corporate year and/or until their successors shall have been duly elected are:

Virginia Morgan
Gilldorn Mortgage Midwest
1501 Woodfield Road
Schaumburg, Illinois 60173
ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment of these Articles shall require the assent of 75% of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of June, 1987.

[Signatures]

VERIFICATION

STATE OF WYOMING } ss.
COUNTY OF NATRONA }

Virginia Morgan, being first duly sworn upon her oath, and being of lawful age, deposes and states:

That she is one of the persons described herein; that she executed the foregoing Articles of Incorporation; that she
has read the same; and that the statements contained herein are true.

Virginia Morgan

Subscribed and sworn to before me this 11th day of June 1987, by Virginia Morgan.

Jerry Yaap, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Jerry Yaap

Subscribed and sworn to before me this 11th day of June 1987, by Jerry Yaap.

Marvin L. Bishop, III, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Marvin L. Bishop, III

Subscribed and sworn to before me this 11th day of June 1987, by Marvin L. Bishop, III.

My commission expires: August 7, 1990

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EX-LAWS

OF

SCHAUMBURG HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is SCHAUMBURG HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association." The principal office of the corporation shall be located in the City of Casper, Natrona County, Wyoming, but meeting of members and directors may be held at such places within the State of Wyoming, County of Natrona, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to SCHAUMBURG HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "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 is described as follows:

Lot 13, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming

Section 3. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of the Recorder of Deeds of Natrona County, Wyoming, as Instrument No. 421500.

Section 4. "Declarants" shall mean and refer to Gilford Mortgage Midwest Corp., a Delaware corporation, or its successors and assigns.

Section 5. "Member" shall mean and refer to a person or entity who holds a membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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 7. "Properties" shall mean and refer to the real property described in the Declaration and any additions as may be brought into the jurisdiction of the Association.

Section 8. "Lot" shall mean and refer to Lots 14, 15, 16 and 17 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members, who are entitled to vote 60% or all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of a person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days and not more than 30 (thirty) days before the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 60% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented as provided in the Declaration or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon conveyance by the member of his Lot.
ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect at least three (3) directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the
members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI**

**MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
(e) Employ a Manager, as independent contractor, Insurance Trustee or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to
the members at the annual meeting of the members, or at any
special meeting when such statement is requested in writing by
60% of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of
this Association, and to see that their duties are properly
performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the regular periodic
assessments against each Lot at least 15 days in advance in any
change in the periodic assessments.

(2) Send written notice of each assessment to
every Owner subject thereto at least 15 days in advance of any
change in the periodic assessments.

(3) Foreclose the lien against any property for
which assessments are not paid within 30 days after due date or
to bring an action at law against the owner personally obligated
to pay the same.

(d) Issue, or to cause an appropriate officer to
issue, upon demand by any person, a certificate setting forth
whether or not any assessment has been paid. A reasonable charge
may be made by the Board for the issuance of these certificates.
If a certificate states an assessment has been paid, such certif-
icate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and
hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal
responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Area to be maintained;

(h) Cause the exterior and roof of the building
comprising the townhouses on the Lots to be maintained.

(i) Cause the joint water and sewer system lines on
the property to be operated, repaired and maintained.
ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors; a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of the Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.
Vice-President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be audited by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.
ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association periodic and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the rate of 18% per annum, and the Association may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference these words: SCHAUMBURG HOMEOWNERS ASSOCIATION.

ARTICLE XIII

AMENDMENTS.

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

DATED this 11th day of June, 1987.

President

Secretary
EASEMENT

RECITALS:

A. Gilford Mortgage Midwest Corp., a Delaware
   corporation, 1501 Woodfield Road, Schaumburg, Illinois 60173
   (hereinafter called "Gilford"), is the owner of certain real
   property more particularly described as follows, to wit:

   Lots 6, Block 16, Eastward Heights I, an Addition
   to the City of Casper, Natrona County, Wyoming.

B. The above-described real property has been re-
   platted by Gilford so as to provide for five separate Lots
   consisting of Lots 13, 14, 15, 16 and 17, Eastward Heights V,
   an addition to the City of Casper, Natrona County, Wyoming. A
   10' x 44.2' building is located on Lot 13, Eastward Heights V,
   an
   Addition to the City of Casper, Natrona County, Wyoming. Said
   Lot 13 has been conveyed to Schaumburg Homeowners Association
   and
   said Lot 13 together with said building will be used as a Common
   Area for the Owners of Lots 14 through 17. There have been
   townhouses constructed on the following Lots described in the
   replatted subdivision as follows:

   Lots 14, 15, 16 and 17, Eastward Heights V, an
   Addition to the City of Casper, Natrona County,
   Wyoming.

C. The portions of Lots 14 through 17 between the
   street and the townhouses, as described and shown on the Enlarged
   Partial Subdivision Plat (Sheet 2 of 2) for the Eastward Heights
   V Addition as the "OFF-STREET PARKING AND UTILITY EASEMENT";
   (a
   copy of the portion of said Enlarged Partial Subdivision Plat
   showing said Lots 14 through 17 is attached as Exhibit "A") is a
   joint driveway and parking lot to be used jointly by the owners
   of Lots 14 through 17 (hereinafter called the "Common Use Area").

D. In order that Gilford and the future owners and
   grantees of Lots 14 through 17, their respective heirs, personal
   representatives, successors and assigns may have a reciprocal
   easement to use the Common Use Area, together with the right of
   ingress and egress to the townhouses on Lots 14 through 17,
   Gilford is willing to convey unto itself, the future owners and
   grantees of Lots 14 through 17, their respective heirs, personal
   representatives, successors and assigns, a perpetual easement
   over the Common Use Area, which easement shall run with said Lots
   14 through 17 and the title thereto, and shall be binding on
   Gilford and the future owners and grantees of Lots 14 through 17,
   their respective heirs, successors and assigns, and any
   person who shall hereafter acquire title to said property.
E. There is a common water line and a common sewer line which are located under the Common Use Area and run from the City water and sewer mains in the street in front of the above described property to a manifold and meters near the townhouses from which the individual water and sewer lines run to each townhouse and the building located on Lot 13 (Common Area). Said common water and sewer lines will be used by the undersigned, and the grantees and owners of Lots 14 through 17 and their personal representatives, heirs, successors and assigns for the purpose of providing water and sewage disposal to the townhouses located on Lots 14 through 17 and the Common Area on Lot 13 and will be operated, maintained and repaired by the Schaumburg Homeowners Association (hereinafter called the "Association").

F. In order that the Association may have an easement to operate, maintain, repair and replace the common water and sewer lines and meters, Gilford is willing to convey to the Association a perpetual easement to operate, maintain, repair and replace the common water and sewer lines and meters, which easement shall be binding on Gilford and grantees on Lots 14 through 17, their heirs and assigns, and shall run with the land, and shall be for the benefit of and use of Gilford and the Association, and the owners and grantees of Lots 14 through 17, and their respective heirs, successors, and assigns.

NOW, THEREFORE, for and in consideration in the sum of $10.00 (Ten Dollars) and other good and valuable consideration, Gilford hereby grants, bargains, sells, and conveys to itself and to the future owners and grantees of Lots 14 through 17, their heirs, successors and assigns, a perpetual easement to use the Common Use Area, as described in Recital C above, as a common driveway and parking lot and for ingress and egress to the townhouses located on said Lots 14 through 17 and the Common Area located on Lot 13.

IN ADDITION, for and in consideration of the sum of $10.00 (Ten Dollars) and other good and valuable consideration, Gilford hereby grants, bargains, sells and conveys to the Association a perpetual easement to operate, maintain, repair and replace the common water and sewer lines and meters located within the Common Use Area, as described in Recital E above.

The Association shall have the perpetual right to enter upon the Common Use Area at any time that they may see fit, and construct, maintain, and repair the common water and sewer lines and meters, together with the right to excavate and remove, replace, install and repair such water and sewer lines and meters and to remove any trees, bushes, undergrowth, and other obstructions interfering with the use of such water and sewer lines.

The easements described herein shall run with the land, and shall be for the benefit of and use of Gilford and the Association, and the owners and grantees of Lots 14 through 17, and their respective heirs, successors, and assigns.
shall use the rights granted herein with due regard to the rights of others and their use thereof, and shall not use the easements conveyed herein in any way that will impair the rights of others to use such easements, and the owners and grantees of Lots 14 through 17 shall not obstruct, interfere, or use the portions of their Lots located within the Common Use Area in such a manner that will hinder or prevent the proper and reasonable use and enjoyment of the easements and rights herein granted to the Association and the other owners and grantees of Lots 14 through 17 and the Common Area located on Lot 13.

The grant herein contained is an easement and shall be perpetual.

IN WITNESS WHEREOF, Gilford Mortgage Midwest Corp., has caused this Easement to be executed this 2nd day of September, 1987.

GILFORD MORTGAGE MIDWEST CORP.

BY Virginia Morgan
Asst. Vice-President

STATE OF WYOMING )
County of Natrona ) ss.

The foregoing instrument was acknowledged before me by Virginia Morgan, Assistant Vice-President of Gilford Mortgage Midwest Corp., on this 2nd day of September, 1987.

Witness my hand and official seal.

Notary Public

My commission expires: August 7, 1990

County of Natrona

State of Wyoming

Not Commission Expires Aug. 7, 1990
DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by GILLDORN MORTGAGE MIDWEST CORPORATION, hereinafter called the "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:

Lots 18, 19, 20, 21, 22, 23, 24 and 25, EASTWARD HEIGHTS V, an addition to the City of Casper, Natrona County, Wyoming.

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 shall run with the 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

When used in this Declaration, the following terms shall have the meaning indicated:

1.1 Association shall mean and refer to SPRINGFIELD HOMEOWNERS ASSOCIATION, its successors and assigns.

1.2 Common Area shall mean those portions of all of the Lots to be used as a common driveway and parking lot as described in Section 2.1 of this Declaration.

1.3 Common Expenses shall mean and refer to the actual and estimated expenses of operation of the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the By-Laws and Articles of Incorporation.

1.4 Eligible Holder shall mean the holder of a first mortgage on a Lot who has requested notice from the Association.

1.5 Eligible Insurer or Guarantor shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.
1.6 Lot shall mean and refer to 18, 19, 20, 21, 22, 23, 24 and 25 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

1.7 Member shall mean and refer to every person or entity who holds membership in the Association.

1.8 Owner shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

1.9 Property shall mean and refer to the real property described in the recital of this Declaration.

ARTICLE II
PROPERTY RIGHTS

2.1 Common Use Area. Declarant has executed and recorded a Reciprocal Easement which gives the Owner of each Lot, in common with the other Lot Owners, an easement and right to use the portion of each of the Lots between the street and the parcel(s) as on the those Lots as described in said Easement and shown on the Enlarged Parcel Subdivision Plat for the Eastward Heights V addition, a common driveway and parking lot. A copy of the Reciprocal Easement is attached as Exhibit "C" to this Declaration. The portion of the Lots covered by this easement are collectively referred to in this Declaration as the Common Use Area. Every Lot shall be subject to this easement, and the Owner of each Lot shall have a right and easement of enjoyment and use of the portion of the Common Use Area on the other Lots for parking and ingress and egress to the residence on its Lot, which easement shall be appurtenant to and shall pass with the title to every Lot. The Common Use Area shall be maintained and controlled by the Association in accordance with this Declaration and its By-Laws. The easements and rights of use of the Common Area as a common driveway and parking lot shall be 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;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the Owners' Lot and to suspend voting rights for any period during which an assessment against his Lot 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.
1.6 Lot shall mean and refer to 18, 19, 20, 21, 22, 23, 24 and 25 in Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming, described in the recital to this Declaration.

1.7 Member shall mean and refer to every person or entity who holds membership in the Association.

1.8 Owner shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot 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.

1.9 Property shall mean and refer to the real property described in the recital of this Declaration.

ARTICLE II
PROPERTY RIGHTS

2.1 Common Use Area. Declarant has executed and recorded a Reciprocal Easement which gives the Owner of each Lot, in common with the other Lot Owners, an easement and right to use the portion of each of the Lots between the street and the residences on the other lots, as described in said Easement and shown on the Enlarged Parcel Subdivision Plat for the Eastward Heights V addition, a common driveway and parking lot. A copy of the Reciprocal Easement is attached as Exhibit "C" to this Declaration. The portion of the Lots covered by this easement are collectively referred to in this Declaration as the Common Use Area. Every Lot shall be subject to this easement, and the Owner of each Lot shall have a right and easement of enjoyment and use of the portion of the Common Use Area on the other Lots for parking and ingress and egress to the residence on its Lot, which easement shall be appurtenant to and shall pass with the title to every Lot. The Common Use Area shall be maintained and controlled by the Association in accordance with this Declaration and its By-Laws. The easements and rights of use of the Common Area as a common driveway and parking lot shall be 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;

(b) The right of the Association to impose monetary fines which shall constitute a lien upon the Owners' Lots and to suspend voting rights for any period during which an assessment against his Lot remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;
2.2 Owners' Restrictions on Property Rights. The Lots shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants and contract purchasers. No part of this Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purpose.

2.3 Ingress and Egress. The Owner of each Lot, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned Lot and the Common Use Area. No structure including walls, fences, paving or planting shall be erected upon any part of the Common Use Area or other portion of the Lots which will interfere with the right of ingress and egress.

2.4 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Use Area to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be mandatory for Owners. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

3.2 Voting Rights. The Association shall have one class of voting membership which consist of all Owners. All Owners shall be entitled to one vote for each Lot owned, provided that in no event shall more than one vote exist per Lot. When more than one person holds an interest in any Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. The Owners shall advise the Secretary of the Association who is to exercise the vote of the Lot. In the absence of such advise, the Lot's vote shall be suspended in the event more than one person exercises the Lot's vote.

3.3 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 By-Laws of the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Personal Obligation and Lien. Each Owner shall, by acquiring or in any way becoming vested with any Lot, be deemed to covenant and agree to pay to the Association the regular periodic and the special assessments described in this Article, together with interest and costs of collection. All such amounts shall constitute and remain a charge and continuing lien upon the Lot or Lots of the Owner; and (i) the
personal obligation of the person or entity that is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of any rights or by abandonment of his interest. Upon the request of any Owner or prospective purchaser or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such interest are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used for: (i) the maintenance and repair of the Common Use Area and any sidewalk which may be part of the Common Use Area, if not dedicated to public maintenance; (ii) the operation, maintenance and repair of the joint water and sewer system lines in the Property; (iii) the maintenance and repair of the exterior and roof of the building comprising the residences on the Lots; (iv) establishing and funding a reserve to cover major repairs to the Common Use Area, the exterior and roof of the building and the joint water and sewer lines; and (v) payment of the costs of taxes and insurance on the Common Area, and (vi) payment of any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under this Declaration or its Articles of Incorporation.

4.3 Special Assessments. The Association may levy special assessments for the purpose of defraying, in whole or in part: (i) any Association expenses not reasonably capable of being fully paid with funds generated by regular periodic assessments; (ii) the costs of any unexpectedly required repair or replacement of an improvement; (iii) the construction, reconstruction, or repair of any improvement for the common benefit of all of the Property. Any such special assessment must be assented to by sixty percent (60%) of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. Members present at such meeting in person or by proxy and entitled to vote shall constitute a quorum at the meeting.

4.4 Uniform Rate of Assessment. Both regular periodic and special assessments shall be fixed at a uniform rate for all Lots.

4.5 Regular Periodic Assessments. The regular periodic assessments provided for herein in such amounts as may be established by the Board of Directors from time to time, shall become due and payable on such dates during such periods as shall be established from time to time by the Board of Directors. At least fifteen (15) days prior to the effective date of any change
in amount of the regular periodic assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The Board of Directors, in its discretion, may provide that the regular periodic assessments can be paid by Owners on a monthly, quarterly, semi-annual, annual or other basis.

4.6 Effect of Nonpayment—Remedies. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid on the Lot at the foreclosure sale and to hold, lease, mortgage and convey the Lot. 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.

ARTICLE V
ARCHITECTURAL CONTROL

5.1 Architectural Control. No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, change or alteration 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 the Board of Directors, 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

6.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences upon the Properties and placed on the dividing line between the residences 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.

6.2 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.
6.3 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 owner thereafter makes use of the wall, the other owner 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.

6.4 Weather Proofing. Notwithstanding any other provision of this Article, any owner 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.

6.5 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.

6.6. 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
GENERAL PROVISIONS

7.1 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.

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

7.3 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 by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and consented to by at least fifty percent (50%) of the eligible holders holding mortgages on the lots. Any amendment must be recorded.

7.4 Indemnification. The Association shall
indemnify every officer and director against any and all expenses, including attorney 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 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.

7.5 Insurance. The Association may, as a common expense, maintain such liability and property insurance as the Board of Directors deem necessary or advisable to protect the interests of the Association and Owners.

7.6 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 Lot number), will be entitled to timely written notice of:

(a) Any proposed amendment of this Declaration affecting a change in the boundaries of any Lot or the exclusive easement rights of the Lot or the easement rights in the Common Use Area or the liability for any assessments for the Lot or the number of votes in the Association for any Lot or the purposes to which any Lot or the Common Use Area are restricted;

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

(c) Any delinquency in the payment of assessments or charges owned by an Owner of a Lot 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.
7.7 Insurance Trustee and Power of Attorney. Each Owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining 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 a condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Area.

7.8 Association Documents and Financial Statements. The Articles of Incorporation of the Association are attached as Exhibit "A" to this Declaration. The By-Laws of the Association are attached as Exhibit "B" to this Declaration. The Association shall make available for inspection to every Owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any Lot the current copies of the Declaration, Articles, By-Laws, Rules and regulations, books, records and financial statements of the Association during normal business hours.

7.9 Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this Declaration or the By-Laws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 2nd day of September, 1987.

DECLARANT:

GILLOTT MORTGAGE MIDWEST CORPORATION

By Virginia Morgan
Assistant Vice-President

STATE OF WYOMING } ss.
County of Natrona

The foregoing instrument was acknowledged before me by Virginia Morgan known to me to be the Assistant Vice-President of Gilloott Mortgage Midwest Corporation on this 2nd day of September, 1987.

Witness my hand and official seal.

Notary Public

[Seal]
ARTICLES OF INCORPORATION
OF
SPRINGFIELD HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-1-101 through §17-15-136, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Springfield Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 143 North Kimball, Casper, Natrona County, Wyoming 82601.

ARTICLE III

Gunars Hvastkovs, whose address is 143 North Kimball, Casper, Wyoming 82601, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide the maintenance, preservation and architectural control of the townhouses and Common Area within that certain tract of property described as:

Lots 18, 19, 20, 21, 22, 23, 24, and 25, Eastward Heights V, an Addition to the City of Casper, Natrona County, Wyoming

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Natrona County Clerk and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the term of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise)
hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of the members, mortgage, pledge, deed in trust, or hypothecate any, or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of the members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Wyoming by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of at least three directors.

The names of the person who shall manage the affairs and concerns of the corporation for the first corporate year and/or until their successors have been duly elected are:

Virginia Morgan
Gilldorn Mortgage Midwest
1501 Woodfield Road
Schaumburg, Illinois 60173
Jerry A. Yaap  
136 South Wolcott  
Suite 304  
Odd Fellow Building  
Casper, Wyoming 82601

Marvin L. Bishop, III  
136 South Wolcott  
Suite 304  
Odd Fellow Building  
Casper, Wyoming 82601

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment of these Articles shall require the assent of 75% of the entire membership.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 11th day of June, 1987.

Virginia Morgan  
Jerry A. Yaap  
Marvin L. Bishop, III

VERIFICATION

STATE OF WYOMING  
COUNTY OF NATRONA  
ss.

Virginia Morgan, being first duly sworn upon her oath, and being of lawful age, deposes and states:

That she is one of the persons described herein; that she executed the foregoing Articles of Incorporation; that she has read the same; and that the statements contained therein are true.
Subscribed and sworn to before me this 11th day of June, 1987, by Virginia Morgan.

Virginia Morgan

Jerry A. Yaap, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained herein are true.

Jerry A. Yaap

Subscribed and sworn to before me this 11th day of June, 1987, by Jerry A. Yaap.

Jerry A. Yaap

Marvin L. Bishop, III, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Marvin L. Bishop, III

Subscribed and sworn to before me this 11th day of June, 1987, by Marvin L. Bishop, III.

Marvin L. Bishop, III

Notary Public
BY-LAWS
OF
SPRINGFIELD HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is SPRINGFIELD HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located in the City of Casper, Natrona County, Wyoming, but meetings of members and directors may be held at such places within the State of Wyoming, County of Natrona, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to SPRINGFIELD HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Common Use Area" shall mean those portions of all Lots to be used as a common sidewalk, driveway and parking lot as defined and set forth in the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of the Recorder of Deeds of Natrona County, Wyoming, as Instrument No. 431500.

Section 4. "Declarants" shall mean and refer to Gilldorn Mortgage Midwest Corp., a Delaware corporation, or its successors and assigns.

Section 5. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any Lot 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 7. "Properties" shall mean and refer to the real property described in the Declaration and any additions as may be brought into the jurisdiction of the Association.
Section 8. "Lot" shall mean and refer to Lots 18, 19, 20, 21, 22, 23, 24 and 25, Eastward Heights V, an addition to the City of Casper, Natrona County, Wyoming.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the same month of each year thereafter.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members, who are entitled to vote 60% of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary of a person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days and not more than 30 (thirty) days before the meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, 60% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until such members shall be present or be represented as provided in the Declaration or these By-Laws.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.
Section 2. Term of Office. At the first annual meet-
ing, the members shall elect three (3) directors for a term of
one (1) year, and at each annual meeting thereafter, the members
shall elect at least three (3) directors for a term of one (1)
year.

Section 3. Removal. Any Director may be removed from
the Board, with or without cause, by a majority vote of the
members of the Association. In the event of death, resignation
or removal of a Director, his successor shall be selected by the
remaining members of the Board and shall serve for the unexpired
term of his predecessor.

Section 4. Compensation. No Director shall receive
compensation for any service he may render to the Association.
However, any Director may be reimbursed for his actual expenses
incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Direc-
tors shall have the right to take any action in the absence of a
meeting which they could take at a meeting by obtaining the
written approval of all the Directors. Any action so approved
shall have the same effect as though taken at a meeting of the
Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the
Board of Directors shall be made by a Nominating Committee.
Nominations may also be made from the floor at the annual meet-
ing. The Nominating Committee shall consist of a Chairman, who
shall be a member of the Board of Directors, and two (2) or more
members of the Association. The Nominating Committee shall be
appointed by the Board of Directors prior to each annual meeting
of the members, to serve from the close of such annual meeting
until the close of the next annual meeting and such appointment
shall be announced at each annual meeting. The Nominating
Committee shall make as many nominations for election to the
Board of Directors as it shall in its discretion determine, but
not less than the number of vacancies that are to be filled.
Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Direc-
tors shall be by secret written ballot. At such election the
members or their proxies may cast, in respect to each vacancy, as
many votes as they are entitled to exercise under the provisions
of the Declaration. The persons receiving the largest number of
votes shall be elected. Cumulative voting is not permitted.
ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Use Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a Manager, as independent contractor, Insurance Trustee or such other employees as they deem necessary, and to prescribe their duties.
Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 60% of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the regular periodic assessments against each Lot at least 15 days in advance in any change in the periodic assessments.

(2) Send written notice of each assessment to every Owner subject thereto at least 15 days in advance of any change in the periodic assessments.

(3) Foreclose the lien against any property for which assessments are not paid within 30 days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may seem appropriate;

(g) Cause the Common Use Area to be maintained;

(h) Cause the exterior and roof of the building comprising the townhouses on the Lots to be maintained.

(i) Cause the joint water and sewer system lines on the property to be operated, repaired and maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of
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).
instead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books to be audited by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member
is obligated to pay to the Association periodic and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the rate of 19% per annum, and the Association may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Use Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference these words: SPRINGFIELD HOMEOWNERS ASSOCIATION.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

DATED this 11th day of June, 1987.

[Signatures]
EASEMENT

RECITALS:

A. Gilford Mortgage Midwest Corp., a Delaware corporation, 1301 Woodfield Road, Schaumburg, Illinois 60173 (hereinafter called "Gilford"), is the owner of certain real property more particularly described as follows, to-wit:

Lots 9 and 10, Block 16, Eastward Heights I, an Addition to the City of Casper, Natrona County, Wyoming.

B. The above-described real property has been replatted by Gilford so as to provide for eight separate Lots upon which have been constructed townhouses, which Lots are described in the replatted subdivision as follows:

Lots 18, 19, 20, 21, 22, 23, 24 and 25, Eastward Heights V, an Addition to the City of Casper, Natrona County, Wyoming.

C. The portions of Lots 18 through 25 between the street and the townhouses, as described and shown on the Enlarged Partial Subdivision Plat (Sheet 2 of 2) for the Eastward Heights V Addition as the "OFF-STREET PARKING AND UTILITY EASEMENT", (a copy of the portion of said Enlarged Partial Subdivision Plat showing said Lots 18 through 25 is attached as Exhibit "A") is a joint driveway and parking lot to be used jointly by the owners of Lots 18 through 25 (hereinafter called the "Common Use Area").

D. In order that Gilford and the future owners and grantees of Lots 18 through 25, their respective heirs, personal representatives, successors and assigns may have a reciprocal easement to use the Common Use Area, together with the right of ingress and egress to the townhouses on Lots 18 through 25, Gilford is willing to convey unto itself, the future owners and grantees of Lots 18 through 25, their respective heirs, personal representatives, successors and assigns, a perpetual easement over the Common Use Area, which easement shall run with said Lots 18 through 25 and the title thereto, and shall be binding on Gilford and the future owners and grantees of Lots 18 through 25, their respective heirs, successors and assigns, and any person who shall hereafter acquire title to said property.

E. There is a common water line and a common sewer line which are located under the Common Use Area and run from the City water and sewer mains in the street in front of the above described property to a manifold and meters near the townhouses from which the individual water and sewer lines run to each
townhouse. Said common water and sewer lines will be used by the grantee, and the grantees and owners of Lots 18 through 25 and their personal representatives, heirs, successors and assigns for the purpose of providing water and sewage disposal to the townhouses located on Lots 18 through 25 and will be operated, maintained and repaired by the Springfield Homeowners Association (hereinafter called the "Association").

F. In order that the Association may have an easement to operate, maintain, repair and replace the common water and sewer lines and meters, Gilldorn is willing to convey to the Association a perpetual easement to operate, maintain, repair and replace the common water and sewer lines and meters, which easement shall be binding upon Gilldorn and grantees on Lots 18 through 25, their heirs and any person who shall hereafter acquire title to the property.

NOW, THEREFORE, for and in consideration in the sum of $10.00 (Ten Dollars) and other good and valuable consideration, Gilldorn hereby grants, bargains, sells, and conveys to itself and to the future owners and grantees of Lots 18 through 25, their heirs, successors and assigns, a perpetual easement to use the Common Use Area, as described in Recital C above, as a common driveway and parking lot and for ingress and egress to the townhouses located on said Lots 18 through 25.

IN ADDITION, for and in consideration of the sum of $10.00 (Ten Dollars) and other good and valuable consideration, Gilldorn hereby grants, bargains, sells and conveys to the Association a perpetual easement to operate, maintain, repair and replace the common water and sewer lines and meters located within the Common Use Area, as described in Recital D above.

The Association shall have the perpetual right to enter upon the Common Use Area at any time that they may see fit, and construct, maintain, and repair the common water and sewer lines and meters, together with the right to excavate and remove, replace, install and repair such water and sewer lines and meters and to remove any trees, bushes, undergrowth, and other obstructions interfering with the use of such water and sewer lines.

The easements described herein shall run with the land, and shall be for the benefit and use of Gilldorn and the Association, and the owners and grantees of Lots 18 through 25, and their respective heirs, successors, and assigns.

The owners and grantees of Lots 18 through 25 above shall use the rights granted herein with due regard to the rights of others and their use thereof, and shall not use the easements conveyed herein in any way that will impair the rights of others to use such easements, and the owners and grantees of Lots 18 through 25 shall not obstruct, interfere, or use the portions of their Lots located within the Common Use Area in such a manner that will hinder or prevent the proper and reasonable use and
enjoyment of the easements and rights herein granted to the Association and the other owners and grantees of Lots 13 through 25.

The grant herein contained is an easement and shall be perpetual.

IN WITNESS WHEREOF, Gilford Mortgage Midwest Corp. has caused this Easement to be executed this 2nd day of September, 1987.

GILDORN MORTGAGE MIDWEST CORP.

BY [Signature]
Virginia Morgan
Asst. Vice-President

STATE OF WYOMING )
County of Natrona ) ss.

The foregoing instrument was acknowledged before me by Virginia Morgan, Assistant Vice-President of Gilford Mortgage Midwest Corp., on this 2nd day of September, 1987.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: August 2, 1990
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "B"

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

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
Meadowlark Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

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

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

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

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

(a) The 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, praying or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

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

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

ARTICLE II. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

or

(2) on December 31, 1987.
Section No. 3. Administration of the Association. The 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 agrees, under and for the use of the Association, to pay to the Association: (1) monthly assessments for maintenance and repair, and (2) annual assessments for capital improvements, such assessments to be established, collected and assessed as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a lien on the land and shall be a continuing lien upon the property against which each such assessment, costs, and a reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the Owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

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

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

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

(c) The Board of Directors may fix the annual assessments at an amount 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 coincide with each 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 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:
Remedy 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 six percent (6%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9 Subordination of the Lien to Mortgages:
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

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

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

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or 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 of the Association by the 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 lines between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

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

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

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any 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 owners.
owner will not prejudice coverage under the policy and a provision
the policy is primary in the event the unit owner has other insurance
covering the same loss. The policy shall also contain an Agreed Amount
Endorsement and an Inflation Guard Endorsement if these are available
and shall afford as a minimum the following protection:

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

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

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, imposed upon any officer or counsel fees, reasonably incurred by or imposed 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 directors’ liability insurance to fund this obligation.

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

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

(a) Any proposed amendment of this declaration 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 assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

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

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

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

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

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

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

Dated this 2nd day of JUNE, 1982.

DECLARANT:

ORANGEBLOSSOM HOMEOWNERS ASSOCIATION

[Signatures]

Peter R. Cosman
Rose Ann Cosman
Viola E. Walker

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by Peter R. Cosman, Rose Ann Cosman and Viola E. Walker, this 2nd day of JUNE, 1982.

Witness my hand and official seal.

[Signature]
Notary Public

[Seal]

My commission expires: 1-27-84

335069
EXHIBIT "A"

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

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

AND

COMMENCING AT SAID EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE S. 84^29'54" W., 57.26 FEET TO THE NORTHEAST CORNER OF PARCEL NUMBER TWO AND THE POINT OF BEGINNING; THENCE S. 0^35'55" W., 66 FEET TO A POINT; THENCE N. 89^56'53" W., 50.33 FEET TO A POINT; THENCE N. 0^15'55" E., 66 FEET TO A POINT; THENCE S. 89^56'53" E., 50.33 FEET TO THE POINT OF BEGINNING. (LOT 1F - COMMON AREA)
EXHIBIT "A"

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

COMMENCING AT THE EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE N. 63°43'46" W., 63.11 FEET TO THE SOUTHEAST CORNER OF PARCEL NUMBER ONE AND THE POINT OF BEGINNING; THENCE N. 89°48'37" W., 82.5 FEET TO A POINT; THENCE N. 0°11'23" E., 58.1 FEET TO A POINT; THENCE S. 89°48'37" E., 82.5 FEET TO A POINT; THENCE S. 0°11'23" W., 58.1 FEET TO THE POINT OF BEGINNING;

AND

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

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

FARNUM STREET
N 80° 56' 33" E - 114.12'

1-E 1-D 1-C 1-B 1-A

1-F (Common Area)

LOT 1 BLOCK 12

11'-20'

LOT 1 BLOCK 13

EASTWARD HEIGHTS

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING STREET NUMBER 140 PENNSYLVANIA AVENUE THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

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

I FURTHER CERTIFY AS FOLLOWS:

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

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

[Signature]

CHARLES K. WOLZ, P.E. AND ASB.

NO. 632
SURVEYOR'S CERTIFICATE

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

FARNUM STREET

N 87° 56' 33" E - 114.12'

G W 1° 45' 37" E - 82.5'

LOT 1 BLOCK 12 - 20,000 sf
1-F

COMMON AREA

10' Utility Encroachment

19.97' R = 20.00'

41.30'

3.81' S 56' 23" W - 134.81'

11' = 20'

LOT 1 BLOCK 12 - EASTWARD HEIGHTS

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

STREET NUMBER: 191 PENNSYLVANIA AVE

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

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.

2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.

3. NO SIDE LINE OF THE BUILDING IS LESS THAN 20.45 FEET FROM ANY OF SAID BOUNDARY LINES.

4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.

5. THE FRONT WALL OF THE BUILDING IS 40.71 FEET FROM THE FRONT LOT LINE.

SIGN AND DATED AT CASPER, WYOMING, THIS 1ST DAY OF MARCH, 1982.

CHARLES K. WOLZ, P.E.

PROFESSIONAL ENGINEER

LIC. NO. 632

313069
DECLARATION
OF
COVENDANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "B"

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

Unit Number: Percentage of Undivided Interest

See attached Exhibit "C"

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

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

Section No. 4. Declarant. "Declarant" shall mean and refer to
Teakwood 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 of 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 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 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 4. Passages 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 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 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 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 member 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 in 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 date shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of _________ percent (___%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

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

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

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors and location of the same shall have been submitted to and approved 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 Areas and any restricted Common Areas and any fixtures and building service equipment that are part of any Common Areas and personal property supplies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit
owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

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

(b) all other perils which are customarily covered with

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

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

Section 10.4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful 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 10.5. 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 10.6. Notice of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

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

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

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

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

Section 10.7. 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 9. 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 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 23rd day of February, 1982.

DECLARANT:

TEAKWOOD HOMEOWNERS ASSOCIATION

James Bieganski
(JAMES A. BIEGANEK)

Joan M. Bieganski
(JOAN M. BIEGANEK)

Leon V. Atman
(LEON A. ATMAN)

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by

JOHN M. BIEGANEK, LEON V. ATMAN, and JAMES A. BIEGANEK,
this 28th day of May, 1982.

Witness my hand and official seal.

Notary Public

My Commission Expires: 1-29-88

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

February 9, 1982

DESCRIPTION 9 A

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 09°39'49" W - 125.12 feet to the northeast corner of Lot 9 A and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;

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

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

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

C. K. Wolz, P. E.
STATE OF WYOMING
P.S. - R.S. NO.

332131
DESCRIPTION 9 B

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

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

Description by

C. K. Wolz

Professional Engineer

632

State of Wyoming
DESCRIPTION 9 C

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 05°01'14" W - 92.42 feet to the northeast corner of Lot 9 C and the Point of Beginning; thence S 0°03'04" W - 16.5 feet to a point; thence S 89°58'01" W - 58.1 feet to a point; thence N 0°03'04" E - 16.5 feet to a point; thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E. 632

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

February 9, 1982

DESCRIPTION 9 D

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 10°57'24" W = 76.16 feet to the northeast corner of Lot 9 D and the Point of Beginning;
thence S 0°03'01" W = 16.5 feet to a point;
thence S 89°58'01" W = 58.1 feet to a point;
thence N 0°03'01" E = 16.5 feet to a point;
thence N 89°58'01" E = 58.1 feet to the Point of Beginning.

Description by

332131
DESCRIPTION 9 E

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

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

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

Description by

[Signature]

C. K. Wolz

PROFESSIONAL ENGINEER

STATE OF WYOMING
REGISTERED LAND SURVEYOR

332131
DESCRIPTION 9 F

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

Commencing at the northeast corner of said Lot 9, thence
S 19°04'37" W - 44.20 feet to the northeast corner of Lot 9 F
and the Point of Beginning;
then thence S 0°03'01" W - 16.5 feet to a point;
then thence S 39°58'01" W - 58.1 feet to a point;
then thence N 0°03'01" E - 16.5 feet to a point;
then thence N 39°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

STATE OF WYOMING
PROFESSIONAL ENGINEER
632

332131
DESCRIPTION 9 G

A portion of Lot 9 of Block 15, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

Commencing at the northeast corner of said Lot 9, thence S 29°43'35" W - 29.11 feet to the northeast corner of Lot 9 G and the Point of Beginning;
thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

PROFESSIONAL ENGINEER
STATE OF WYOMING

332131
DESCRIPTION 9 H

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

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

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

Description by

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

February 9, 1982

DESCRIPTION 9 J

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

Commencing at the northeast corner of said Lot 9, thence S 58°40'29" W - 15.88 feet to the northeast corner of the parcel and the Point of Beginning;

thence S 0°03'01" W - 132 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 132 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

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

Description by

[Signature]
C. K. Wolz, P.E.
PROFESSIONAL ENGINEER

332131
SURVEYOR'S CERTIFICATE

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

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

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 6 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1992.

CHARLES K. WOLZ, P.E. AND I.S. WYO. LIC. NO. 672

332131
THIS DECLARATION, made on the date hereinafter set forth by BRIARWOOD
HOMEOWNERS ASSOCIATION, hereinafter referred to as "Declarant".

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "B"

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

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

See attached Exhibit "C"

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

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

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

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

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

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

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

(a) The Fee Fee Simple estates consisting of the space and area of designated Unit deeded to each Owner.

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

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage access, over and under all the properties described in this declaration and any additions thereto which may be 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 Areas. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "A" attached.

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

ARTICLE II. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

(2) on 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 Declant, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be an express in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. Delinquent assessments shall be the joint and several obligation of an 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 $40.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

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

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

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

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

Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Decedent. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) 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 waire 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 the lien of the lien of such assessments as to payments which become due prior to 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 shall 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 maintain 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 shall 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 maintain the
ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made without plans and specifications showing the nature, kind, shape, height, exterior materials, 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 home 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 make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

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

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain and 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.
owner will not prejudice coverage under the policy and a provision
the policy is primary in the event the unit owner has other insurance
covering the same loss. The policy shall also contain an Agreed Amount
Endorsement and an Inflation Guard Endorsement if these are available
and shall afford as a minimum the following protection:

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

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

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these
covenants or restrictions by judgment or court order shall in no way
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 unit 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 misuse, 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
court 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 Areas,
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 notice 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
units or the liability for any assessments for the unit or the purposes in the
units or the purposes to which any unit or the Common Areas are restricted;

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

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

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

Section No. 7. Insurance. Trustees and Power of Attorney. Each
owner appoints the Association or its authorized representative as
attorney-in-fact for purchasing and maintaining the property and liability

- 8 -
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

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

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

Dated this 3rd day of June 1982.

DECLARANT:

Briarwood Homeowners Association

Peter R. Comman

Rose Ann Comman

Viola E. Walker

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by

Peter R. Comman, Rose Ann Comman and Viola E. Walker,
this 3rd day of June, 1982.

Witness my hand and official seal.

Notary Public

My commission expires: 1-25-64

335069
EXHIBIT "A"

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

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

AND

COMMENCING AT SAID EAST CORNER COMMON TO SAID LOTS 1 AND 2, THENCE S. 84°29'54" W., 57.26 FEET TO THE NORTHEAST CORNER OF PARCEL NUMBER TWO AND THE POINT OF BEGINNING; THENCE S. 0°35'55" W., 66 FEET TO A POINT; THENCE N. 89°56'52" W., 50.33 FEET TO A POINT; THENCE N. 0°35'55" E., 66 FEET TO A POINT; THENCE S. 89°56'53" E., 50.33 FEET TO THE POINT OF BEGINNING. (LOT 1F - COMMON AREA)
SURVEYOR’S CERTIFICATE

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

FARNUM STREET

58° 56' 37" E - 114.18'

LOT 1 BLOCK 12

COMMON AREA

1-F

LOT 1 BLOCK 12, EASTWARD HEIGHTS I

CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING

STREET NUMBER AND PENNSYLVANIA AVENUE PROPERTY IS LOCATED ON THE WEST SIDE OF SAID STREET.

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

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 20.45 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 40.09 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 1ST DAY OF JUNE, 1992.

CHARLES K. WOLZ, P.E. ARKANSAS P.E. NO. 9289

335069
SURVEYOR'S CERTIFICATE

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

LOT 2, BLOCK 12, EASTWARD HEIGHTS I ADDITION, CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING. STREET NUMBER 1426 PENNSYLVANIA AVE. THIS PROPERTY IS LOCATED 94.62 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVE LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LI OF THE BUILDING IS LESS THAN 5.33 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 63.36 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 15TH DAY OF JUNE, 1902.

[Signature]

CHARLES K. WOLZ, P.E.
SURVEYOR'S CERTIFICATE

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

FARNUM ST. E.D.

N 80° 48.37" W - 82.5'  
W 81° 20.81" N - 134.81'  

LOT 1  BLOCK 12  (Common Area)  

LOT 1  BLOCK 12, EASTWARD HEIGHTS, CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

This property is situated on the West Side of Said Street.

This property is located at feet in a direction from Farnum Street, this being the nearest intersecting street.

I further certify as follows:

1. The buildings and garage situated upon the above described property are wholly within the boundary lines of the property.
2. The driveway lies within said boundary lines.
3. No side line of the building is less than 10 feet from any of said boundary lines.
4. There are not encroachments upon the lot from any buildings located upon the adjoining lots.
5. The front wall of the building is 40.45 feet from the front lot line.

Signed and dated at Casper, Wyoming, this 15th day of November, 1991.

Charles K. Wolz, P.E.

Charles K. Wolz, P.E., and L.E.

Wyoming, Lic. No. 632
STATE OF WYOMING
COUNTY OF NATRONA

VACATING OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

being all the members of the Briarwood Homeowners Association,

formerly known as the Orange Blossom Homeowners Association

and also being all the fee owners of the lots specified below,

vacate the following lots comprising:

Lots 1 and 2, Block 12, Eastward Heights Addition

to the City of Casper, Natrona County

Wyoming.

This is done to correct and relieve an accidental violation of pertinent

subdivision laws occasioned by said covenants, conditions and

restrictions:

BE IT KNOWING, THEREFORE, that we, the undersigned,

hereby vacate, annul and terminate that certain

Declaration of Covenants, Conditions and Restrictions filed on

July 19, 1982, as Instrument No. 335099 et seq., and re-recorded

on August 1, 1982, as Instrument No. 335998 with the Natrona

County Clerk.

DATED July 31, 1984.

PETER R. CUSMAN
VIOLE E. WALKER
POSH ANN CUSMAN

The foregoing Vacating of Covenants, Conditions and
Restrictions was acknowledged before me by Peter R. Cusman, Viola

Notary Public
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE 1. DEFINITIONS

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

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

See attached Exhibit "B"

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

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

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

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

Section No. 4. Declarant. "Declarant" shall mean and refer to
Headwaters 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 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 Declareant 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, praries 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 of easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

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

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

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

(2) on December 31, 1982.
Section 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 1. Creation of the Lien and Personal Obligation of Assessments. The Declaration, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed thereafter, 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 hereinbefore provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such interest, costs, and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to deduct from the Association of unpaid assessments as provided in Article IV, Section 7, of this Declaration.

Section 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 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 $15.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

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

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected in 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 (A2%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

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

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for 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 alteration therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

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

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

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

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

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

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

ARTICLE VII. INSURANCE

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

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

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

Section No. 7. 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. 8. 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. 9. 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 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 A 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;

(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 31st day of May, 1982.

DECLARANT:

TEAKWOOD HOMEOWNERS ASSOCIATION

James A. Bieganek

JOHN M. BIEGANEK

Leon A. Athman

STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by

JOHN M. BIEGANEK  
LEON A. ATHMAN  
and JAMES A. BIEGANEK,

this 26th day of May, 1982.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires:

1-29-84

ANNA M. MALLEY - Notary Public
County of Natrona  
State of Wyoming

My Commission Expires Jan. 29, 1984

332131
325066
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.

N 29° 56' 33" W - 134.70'

LOT 9 & 10  BLOCK 16  EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1400 MISSOURI AVE., THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 79 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 0.74 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20.54 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 27TH DAY OF MAY, 1960.

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

3350124

543.10.10
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 9, 1982

DESCRIPTION 9 A

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 06°39'49" W - 125.12 feet to the northeast corner of Lot 9 A and the Point of Beginning;

thence S 0°03'01" W - 16.5 feet to a point;

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

thence N 0°03'01" E - 16.5 feet to a point;

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

C. K. Wolz, Professional Engineer

[Stamp: Registered Professional Engineer, State of Wyoming]
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290
February 9, 1982

DESCRIPTION 9 D

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 07°39'54" W - 108.75 feet to the northeast corner of Lot 9 B and the Point of Beginning;

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

Description

C. K. Wolz, P.E.

332131
335066
DESCRIPTION 9 C

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

Commencing at the northeast corner of Lot 9 of Block 16, thence S 09°01'14" W - 92.42 feet to the northeast corner of Lot 9 C and the Point of Beginning;
thence S 0°03'01" W - 16.5 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 16.5 feet to a point;
thence N 89°58'01" E - 59.1 feet to the Point of Beginning.

Description by

C. K. Wolz, P.E.

PROFESSIONAL ENGINEER
STATE OF WYOMING
DESCRIPTION 9 D

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

Commencing at the northeast corner of Lot 9 of Block 16,
then turn S 10°57’24" W - 76.16 feet to the northeast corner of Lot 9 D and the Point of Beginning;
then turn S 0°03’01" W - 16.5 feet to a point;
then turn S 89°58’01" W - 58.1 feet to a point;
then turn N 0°03’01" E - 16.5 feet to a point;
then turn N 89°58’01" E - 58.1 feet to the Point of Beginning.

Description by:

C. K. Wolz, PE

C. K. Wolz, PE

332124
335066
DESCRIPTION 9 E

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

Commencing at the northeast corner of said Lot 9, thence S 13°56'11" W - 60.04 feet to the northeast corner of Lot 9 E and the Point of Beginning;

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

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

February 9, 1982

DESCRIPTION 9 F

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

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

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

Description by

C. K. Wolz, P.E.

PROFESSIONAL ENGINEER

332131
335066
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE I - CASPER, WYOMING 82601 - (307) 265-1290

February 9, 1982

DESCRIPTION 9 G

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

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

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

Description by

C. K. Wolz, P.E.

STATE REG. LANDS ENGR.

332131
335966
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 • (307) 265-1290

February 9, 1982

DESCRIPTION 9 H

A portion of Lot 9 of Block 16, Eastward Heights I Addition

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

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

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

Description by
C. K. Wolz, P.E.

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

February 9, 1982

DESCRIPTION 9 J

All of Lots 9 and 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 9 and 10, more particularly described as follows:

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

thence S 0°03'01" W - 132 feet to a point;
thence S 89°58'01" W - 58.1 feet to a point;
thence N 0°03'01" E - 132 feet to a point;
thence N 89°58'01" E - 58.1 feet to the Point of Beginning.

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

Description by

C. K. Wolz, P.E.

332134

335066
Wolz & Associates Inc.
CONSULTING ENGINEERS & LAND SURVEYORS
933 W. 14TH ST. - SUITE 1 - CASPER, WYOMING 82601 - (307) 265-1290

February 9, 1982

DESCRIPTION 9 J

All of Lots 9 and 10 of Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, EXCEPT for a parcel of land contained wholly within said Lots 9 and 10, more particularly described as follows:

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

thence S 0°03'01" W - 132 feet to a point;

thence S 85°58'01" W - 58.1 feet to a point;

thence N 0°03'01" E. - 132 feet to a point;

thence N 83°58'01" E. - 50.1 feet to the Point of Beginning.

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

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

LOT 9 & 10 BLOCK 16 EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1420 MISSOURI AVE, THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 79 FEET IN A SOUTHERLY DIRECTION FROM FARNUM STREET, THIS BEING THE NEAREST INTERSECTING STREET.
I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 0.74 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCroachMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 20.54 FEET FROM THE FRONT LOT LINE.

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

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

325066
SURVEYOR'S CERTIFICATE

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

LOT 9 & 10 BLOCK 16  EASTWARD HEIGHTS I ADDITION

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

STREET NUMBER 1430 MISSOURI AVE. THIS PROPERTY IS SITUATED ON THE WEST SIDE OF SAID STREET.

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

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.

2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.

3. NO SIDE LINE OF THE BUILDING IS LESS THAN 8.74 FEET FROM ANY OF SAID BOUNDARY LINES.

4. THERE ARE NOT ENCroachments UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.

5. THE FRONT WALL OF THE BUILDING IS 20.54 FEET FROM THE FRONT LOT LINE.

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

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

[Signature]
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I.  DEFINITIONS

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

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

See attached Exhibit "B"

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

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

See attached Exhibit "C"

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

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

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

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

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

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

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

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

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

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns.

No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

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

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

ARTICLE II. PROPERTY RIGHTS

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

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

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

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(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. Exemptions for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

2. on ____________, 19__.

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Section No. 2. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE 17. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The 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 a certificate from the Association of unpaid assessments as provided in Article IV, Section 7, of this Declaration.

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

Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $500.00 per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

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

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

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

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

Section No. 5. 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:
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 1% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section No. 10. Reserves and Working Capital.

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

(b) A working capital fund shall be established for the initial months of the Association’s operation, to be 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 ensure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

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

ARTICLE VI. PARTY WALLS

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

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

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

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

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

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

ARTICLE VII. INSURANCE

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the
unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units and there after 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 sections will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

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

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

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

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

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

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

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

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

Dated this 24th day of February 1982.

DECLARANT:

SILVER SPRINGS HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

The foregoing instrument was acknowledged before me by

[Signatures]

this 24th day of February 1982.

Witness my hand and official seal.

[Notary Seal]

My commission expires:

[Notary Seal and Information]
DESCRIPTION 6A

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

Commencing at the southwest corner of said Lot 6, thence N 44°35'25" E - 83.36 feet to the southwest corner of Lot 6A and the Point of Beginning;

thence S 89°51'47" E - 60.2 feet to a point;
thence S 00°09'13" W - 17.00 feet to a point;
thence N 89°51'47" W - 60.2 feet to a point;
thence N 00°09'13" E - 17.00 feet to the Point of Beginning.

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DESCRIPTION 6B

A portion of Lot 6, Block 15, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

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

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

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

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

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

C. K. Woll

[Signature]

Description

[Stamp]
DESCRIPTION 6C

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

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

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

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

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

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

C. K. Wolz, Professional Engineer

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

December 8, 1981

DESCRIPTION 60

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

Commencing at the southwest corner of said Lot 6, thence N 01°51'55" E - 53.01 feet to the southwest corner of Lot 60 and the Point of Beginning;

thence S 89°51'47" E - 50.2 feet to a point;

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

thence N 89°51'47" W - 50.2 feet to a point;

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

Description

C. K. Wolz, P.E.

WYOMING REGISTERED PROFESSIONAL ENGINEER

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STATE OF WYOMING

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EXHIBIT "A"

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81° 51' 56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00° 08' 13" E., 78.00 FEET TO A POINT; THENCE S. 89° 51' 47" E., 60.2 FEET TO A POINT; THENCE S. 00° 08' 13" W., 78.00 FEET TO A POINT; THENCE N. 89° 51' 47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
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 C   BLOCK 16   EASTWARD HEIGHT 1 ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 140 PENNSYLVANIA AVE, THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 107 FEET IN A NORTH DIRECTION FROM 15 ½ 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 67.1 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.44 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 8TH DAY OF DECEMBER, 1981.

[Signature]

CHARLES K. WOLZ, P.E. WYOMING LIC. NO. 632
Exhibit "A"

All of Lot 6, Block 16, Eastward Heights 1, an addition to the city of Casper, Natrona County, Wyoming, except a parcel of land contained wholly within said Lot 6 and being more particularly described as follows:

Commencing at the southwest corner of said Lot 6, thence N. 81°51'56" E., 59.01 feet to the southwest corner of the parcel being described and the point of beginning; thence N. 00°08'13" E., 78.00 feet to a point; thence S. 89°51'47" E., 60.2 feet to a point; thence S. 00°08'13" W., 78.00 feet to a point; thence N. 89°51'47" W., 60.2 feet to the point of beginning. (Lot 6E)
I, CHARLES K. WOLZ, HEREBY CERTIFY THAT THIS MAP WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION, AND THAT IT CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

LOT G, BLOCK 16, EASTWIND HEIGHT I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1401 PENNSYLVANIA AVE., THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
THIS PROPERTY IS LOCATED 107 FEET IN A NORTH DIRECTION FROM 15 3/4 STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 6.71 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NOT ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.44 FEET FROM THE FRONT LOT LINE.


CHARLES K. WOLZ, P.E., AND LUSI, WYO., LIC. NO. 632
335067
EXHIBIT "A"

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81°51'56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00°08'13" E., 78.00 FEET TO A POINT; THENCE S. 89°51'47" E., 60.2 FEET TO A POINT; THENCE S. 00°03'13" W., 78.00 FEET TO A POINT; THENCE N. 89°51'47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "B"

(a) The undivided interest in the Common Area which shall be
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
Meadowlark Homeowners Association, its successors and assigns if such
successors and assigns should acquire more than one undeveloped unit
from the Declarant for the purpose of development.

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

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

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

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

(a) The _________ 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, grading or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common 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 IX. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

(2) on ____________________ . 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 upon the land and shall be a continuing lien upon the property against which each such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment 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 improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the consent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action Authorized. Under Sections 3 and 4 of this Article. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all 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 six percent (6%) 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 retaining 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 sale of the first unit. The purpose of the fund is to ensure that the
Association board will have cash available to meet unforeseen expenditures,
or to acquire additional equipment or services deemed necessary or
desirable by the board. Amounts paid into the fund are not to be considered
as advance payment of annual assessments.
ARTICLE V. ARCHITECTURAL CONTROL

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

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the houses upon the Properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party wall 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 divided by the Owners who made 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, 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 11 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:

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

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

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

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

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

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

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

Section No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way 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 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 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other right to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section 5. Approval of Eligible Holders, Insurers or Guarantors. If 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 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

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

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

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

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

Section 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

- 8 -
insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

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

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

Dated this 24th day of February, 1982.

DECLARANT:
SILVER SPRINGS HOMEOWNERS ASSOCIATION

[Signature]

[Signature]

STATE OF WYOMING }  
COUNTY OF NATONA } ss.

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

Witness my hand and official seal.

Carolyn Calaugh
Notary Public

My commission expires:  

[Notary Seal]

331739
DESCRIPTION 6A

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

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

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

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

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

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

Description

Charles K. Wolf
PROFESSIONAL ENGINEER
632
STATE OF WYOMING

331739
DESCRIPTION 68

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

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

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

Description

[Signature]

C. K. WOHL

PROFESSIONAL ENGINEER

STATE OF WYOMING
December 8, 1981

DESCRIPTION 6C

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

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

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

[Signature]

Descriptive
PROFESSIONAL ENGINEER
632

C. K. Wolz, STATE OF WYOMING
December 8, 1981

DESCRIPTION 60

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

Commencing at the southwest corner of said Lot 5, thence N 81°51'56" E - 59.01 feet to the southwest corner of Lot 60 and the Point of Beginning;

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

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

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

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

Description

C. K. Wolz, P.E.

Charles K. Wolz, Professional Engineer

Registered in the State of Wyoming

331739
EXHIBIT "A"

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

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, THENCE N. 81°51'56" E., 59.01 FEET TO THE SOUTHWEST CORNER OF THE PARCEL BEING DESCRIBED AND THE POINT OF BEGINNING; THENCE N. 00°08'13" E., 78.00 FEET TO A POINT; THENCE S. 89°51'47" E., 60.2 FEET TO A POINT; THENCE S. 00°08'13" W., 78.00 FEET TO A POINT; THENCE N. 89°51'47" W., 60.2 FEET TO THE POINT OF BEGINNING. (LOT 6E)
SURVEYOR'S CERTIFICATE

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

LOT G BLOCK 15 EASTWARD HEIGHT 1 ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.

STREET NUMBER 156 PENNSYLVANIA AVE., THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED 107 FEET IN A NORTH DIRECTION FROM 15 +2 STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 47 FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.44 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 7TH DAY OF DECEMBER, 1991.

CHARLES K. HOLZ, P.E.
LICENSED IN WYO LIC. NO. 633