DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by CROSSTOWN MORTGAGE CORP., c/o First Security Mortgage Company, 2404 Washington Boulevard, Ogden, Utah 84401, hereinafter called the "Declarant".

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 IV, 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 FARNUM 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 is described as follows:

Lot 13, EASTWARD HEIGHTS IV, 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 Bylaws and Articles of Incorporation.
1.4. **Eligible Holder** shall mean a 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 each of the Lots in the Eastward Heights IV addition to the City of Casper, Wyoming described in the recital to this Declaration except for Lot 13 which is the Common Area.

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 to 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 the Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purposes.

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 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.

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 bylaws, 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 Bylaws 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 townhouses 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 (v) 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 that 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 townhouses upon the Properties and placed on the dividing line between the townhouses 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 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 provision 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 of director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

7.5. Insurance. The Association shall, as a common expense, maintain such liability and property insurance as the Board of Directors deems 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 any 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 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 modification of any insurance policy maintained by the Association.

7.7. Insurance Trustees 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 any 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 Bylaws 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, Bylaws, 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 Bylaws shall be binding on all Owners of Lots, their successors, lessees and assigns.
DATED this 20th day of May, 1987.

DECLARANT:
CROSSLAND MORTGAGE CORP.

By
Attorney-in-fact for
CROSSLAND MORTGAGE CORP.

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by
R. Douglas Parsons this 20th day of May, 1987.

Witness my hand and official seal.

My Commission Expires:
August 7, 1996

Notary Public
Residing at: Cheyenne, Wyoming

VICKIE BAUER - Notary Public
County of Natrona
State of Wyoming
My Commission Expires Aug. 7, 1996
ARTICLES OF INCORPORATION
OF
FARNUM 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 Farnum Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 116 South Wolcott, Suite 304, Odd Fellow Building, Casper, Natrona County, Wyoming.

ARTICLE III

Marvin L. Bishop, III, whose address is 116 South Wolcott, Suite 304, Odd Fellow Building, Casper, Wyoming, 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 IV, 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 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), own, 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 each class of 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 each class of 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 each class of 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 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 hold 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 successor is shall have been duly elected are:

R. Douglas Parsons
First Security Mortgage Company
2104 Washington
Ogden, Utah 84401
Marvin L. Bishop, III
136 South Wolcott
Suite 304
Odd Fellow Building
Casper, Wyoming 82601

Richard G. Allen
79 So. Main Street
Suite 400
Salt Lake City, Utah 84111

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 20th day of May 1987.

R. Douglas Parsons

Marvin L. Bishop, III

Richard G. Allen

VERIFICATION

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

R. Douglas Parsons, 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.
Subscribed and sworn to before me this 20th day of

R. Douglas Parks
Notary Public

STATE OF WYOMING ) ss.
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 20th day of
May 1987, by Marvin L. Bishop, III.

VICKIE BAUER Notary Public
My Commission Expires: August 7, 1990
STATE OF WYOMING ) ss.
COUNTY OF NATRONA )

Richard G. Allen, 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.

Richard G. Allen

Subscribed and sworn to before me this 20th day of

VICKIE BAUER Notary Public
My Commission Expires: August 7, 1990
BY-LAWS
OF
FARNUM HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the corporation is FARNUM 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 FARNUM 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 IV, 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. 4280570.

Section 4. "Declarants" shall mean and refer to CrossLand Mortgage Corp., or its successors and assigns.

Section 5. "Member" shall mean and refer to a person or entity who holds 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 IV, 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; TENURE 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 toexercise 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 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 1% 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: PARNUM 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 20th day of May, 1987.

[Signatures]

President

Secretary
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

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

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "A"

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

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

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

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

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

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

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

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest 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 12 separately designated and legally described fee simple estates consisting of the space and area of designated unit deeded to each Owner.

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

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

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

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

ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass to 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 enjoin unreasonable disturbances;
(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

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

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

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

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

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

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

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

Section No. 5.  Notice and Quorum for any Action Authorized Under Sections 3 and 4 of this Article.  Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.  At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum.  If the required quorum is not
present, another meeting may be called subject to the same notice 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 on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of issuance.

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

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

Section No. 10. Reserves and Working Capital.

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

(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least 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
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 that three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

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

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

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

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

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

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

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

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

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

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

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful 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 of Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers of Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and
Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

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

(a) Any proposed amendment of this declaration 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 19th day of November, 1981.

DECLARANT:

[Signatures]

Charles L. Stilwell
STATE OF WYOMING  ) ss.
COUNTY OF NEVADA  )

The foregoing instrument was acknowledged before me by CHARLES C. STEWART this 19th day of NOVEMBER, 1981.

Witness my hand and official seal.

Notary Public
EXHIBIT "A"

COMMON AREAS

DESCRIPTION - LOT 1E

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

Commencing at the southwest corner of said Lot 1,

thence N 80°25'31" E - 40.56 feet to the southwest corner of the parcel being described;

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

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

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

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

thence N 08°17'50" E - 20.00 feet to a point;

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

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

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

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

thence S 00°42'10" E - 4.00 feet to a point;

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

thence S 00°42'10" E - 4.00 feet to a point;

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

322467
Said remainder shall in known as Lot 16 and shall be owned and maintained by a Homeowners Association. Said Lot 16 shall be considered as common ground, and shall be considered as easement area for the free access of the owners, residents and guests previously described, or that parcel.
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).
Description - Lot 3E

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

Commencing at the southwest corner of said Lot 3, thence N 89°26'28" E - 40.49 feet to the southwest corner of the parcel being described;

thence N 00°26'32" W - 40.00 feet to a point;

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

ARTICLE I. DEFINITIONS

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

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

See attached Exhibit "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. PROPERTY RIGHTS

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

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

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit 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. Egress and Ingress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

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

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

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

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

ARTICLE IV. Covenants for Maintenance Assessments

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each unit owned within the Properties, hereby covenant, and each owner of any unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a lien on the land and shall be a continuing lien upon the property against which each such interest, cost, 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 $20.00 per unit.

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

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

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

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

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

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

Section No. 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence
as to all units on the first day of the month following the conveyance
of the Common Area. The first annual assessment shall be adjusted
according to the 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 eighteen percent (18%) per annum. The Association may
bring an action at law against the owner personally obligated to pay
the same, or foreclose the lien against the property. The board
of Directors of the Association shall have the power to bid in the
unit at a foreclosure sale and to hold, lease, mortgage and convey
the unit. Any action at law brought to recover a money judgement 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 insure that the Association board will have cash available to meet
unforeseen expenditures, or to acquire additional equipment or services
doomed necessary or desirable by the board. Amounts paid into the fund
are not to be considered as advance payment of annual assessments.

ARTICLE VII. 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 Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

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

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable master type policy of property insurance covering all the Common Area and any restricted Common Area and any fixtures and building service equipment that are part of any Common Areas and personal property applies equal in value to 100% of replacement cost exclusive of land, and payable to the Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance.
ARTICLE IV. GENERAL PROVISIONS

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

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

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

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer of director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, 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 herein shall not be exclusive of any other rights to which any officer or director, or former officer of director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers of Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers of Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration 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 shall show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

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

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

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

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

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

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

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

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

Dated this 19th day of NOVEMBER, 1981.

DECLARANTS:

[Signatures]

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

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

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

thence N 00°42'10" W - 40.10 feet to a point;
thence N 09°17'50" E - 20.00 feet to a point;
thence N 00°42'10" W - 4.00 feet to a point;
thence N 09°17'50" E - 20.00 feet to a point;
thence N 00°42'10" W - 4.00 feet to a point;
thence N 09°17'50" E - 20.00 feet to a point;
thence N 00°42'10" W - 4.00 feet to a point;
thence N 09°17'50" E - 20.00 feet to a point;
thence S 00°42'10" E - 40.10 feet to a point;
thence S 09°17'50" W - 20.00 feet to a point;
thence S 00°42'10" E - 4.00 feet to a point;
thence S 09°17'50" W - 20.00 feet to a point;
thence S 00°42'10" E - 4.00 feet to a point;
thence S 09°17'50" W - 20.00 feet to a point;
thence S 00°42'10" E - 4.00 feet to a point;
thence S 09°17'50" W - 20.00 feet to the point of beginning.

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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).

Said remainder shall be known as Lot 16, and shall be owned and maintained by a Homeowner's Association, to be for the use of the owners, residents and guests of that parcel previously described.

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

be formed for such purpose. Said Lot 16 shall be considered as a common ground, and shall be considered as an access area for all public and private utility companies, and shall be for the free access of the owners, residents and guests
DESCRIPTION - LOT 2E

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

Commencing at the southwest corner of said Lot 2,

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

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

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

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

thence N 89°37'27" E - 20.00 feet to a point;

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

thence N 89°37'27" E - 20.00 feet to a point;

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

thence N 89°37'27" E - 20.00 feet to a point;

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

thence S 89°37'27" W - 20.00 feet to a point;

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

thence S 89°37'27" W - 20.00 feet to a point;

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

thence S 89°37'27" W - 20.00 feet to the point of beginning.

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

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

Commencing at the southwest corner of said Lot 3,
thence N 03°20'26" E - 40.49 feet to the southwest corner of the parcel being described;
thence N 00°26'32" W - 40.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence N 00°26'32" W - 4.00 feet to a point;
thence N 09°33'28" E - 20.00 feet to a point;
thence S 00°26'32" E - 40.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to a point;
thence S 00°26'32" E - 4.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to a point;
thence S 00°26'32" E - 4.00 feet to a point;
thence S 09°33'28" W - 20.00 feet to the point of beginning.

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

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

WITNESSETH:

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

See attached Exhibit "A"

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

ARTICLE I. DEFINITIONS

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

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

Section No. 5. "Eligible Holder" 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 Eight 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 pieted 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, replying, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

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

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

ARTICLE II. PROPERTY RIGHTS

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

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

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

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

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

(b) The units shall be occupied and used by the respective owners only as a private dwelling by 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, lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

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

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

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

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Decedent, for each unit owned within the Properties, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest on 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 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 $600.00 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 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 paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

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

Section No. 10. Reserves and Working Capital.

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

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

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors 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, any Owner who by his negligent or willful acts 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 "employee," or similar terms or
expressions;

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

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

ARTICLE VIII. GENERAL PROVISIONS

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

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

Section No. 3. Amendment. The covenants and restrictions of this
declaration shall run with 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 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 Trustee 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 21st day of February, 1964,

DECLARANT:

GETTYSBURG HOMEOWNERS ASSOCIATION

[Signatures]

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by

Joe Peck
Ray Walker

this 24th day of February, 1964.

Witness my hand and official seal.

Notary Public

My commission expires: [Signature and seal]

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

DESCRIPTION 58

November 25, 1981

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

Commencing at the southwest corner of said Lot 5, thence
N 54°55'35" E - 71.26 feet to the southwest corner of Lot 58 and
the Point of Beginning;
thence N 00°02'13" W - 17.00 feet to a point;
thence N 89°58'30" E - 64.35 feet to a point;
thence S 00°02'13" E - 16.99 feet to a point;
thence S 89°57'47" W - 64.35 feet to the Point of Beginning.

[Signature]

CHARLES K. WOLZ, P.E. E.L.S.
DESCRIPTION 5A

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

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

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

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

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

thence S 89°58'30" W - 64.35 feet to the Point of Beginning.

[Signature]

CHARLES K. WIGHTMAN, P.E. & L.S.
DESCRIPTION 5C

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

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

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

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

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

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

CHARLES A. GROTH, P.E. S.L.C.
DESCRIPTION 50

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

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

thence N 00°02'13" W - 17.00 feet to a point;
thence N 89°57'47" E - 64.35 feet to a point;
thence S 00°02'13" E - 17.00 feet to a point;
thence S 89°57'47" W - 64.35 feet to the Point of Beginning.

[Signature]

CHARLES K. WOLZ, P.E. & C.S. E.
WYOMING

DEPOSITION BY
DESCRIPTION 5E

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

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

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

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

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

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

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

Description by

[Signature]

C. K. Woltz, PE.
\[Stamp\]
DESCRIPTION 4A

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

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

thence S 89°58'30" E - 64.35 feet to a point;

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

thence N 89°58'30" W - 64.35 feet to a point;

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

[Signature]
DESCRIPTION 4B

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

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

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

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

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

thence N 00°02'13" W - 17.00 feet to the Point of Beginning.
A portion of Lot 4, Block 16, Eastward Heights I Addition to the City of Casper, Natrona County, Wyoming, more particularly described as follows:

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

thence S 89°59'21" E - 64.35 Feet to a point;
thence S 00°02'13" E - 16.99 Feet to a point;
thence S 89°59'48" W - 64.35 Feet to a point;
thence N 00°02'13" W - 17.00 Feet to the Point of Beginning.
DESCRIPTION 4D

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

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

thence N 09°59'48" E - 64.35 feet to a point;

thence S 00°02'13" E - 16.03 feet to the south line of said Lot 4;

thence continuing S 00°02'13" E - 0.16 feet into said Lot 5 to a point;

thence S 09°59'13" W - 64.35 feet to a point;

thence N 00°02'13" W - 0.11 feet to the south line of said Lot 4;

thence continuing N 00°02'13" W - 16.09 feet to the Point of Beginning.

[Signature]
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 16, EASTWARD HEIGHTS I ADDITION
CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
STREET NUMBER 1451 PENNSYLVANIA AVE, THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.

THIS PROPERTY IS LOCATED 200 FEET IN A NORTHERLY DIRECTION FROM 15TH STREET, THIS BEING THE NEAREST INTERSECTING STREET.

I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN 0.11 FEET FROM ANY 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 24.7 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 12/14/82.

CHARLES K. WOLZ, P.E.
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.

LO 1. BLOCK 16, EASTWARD HEIGHTS I ADDITION
 CITY OF CASPER, COUNTY OF NATRONA, STATE OF WYOMING.
 STREET NUMBER 1441 PENNSYLVANIA AVE, THIS PROPERTY IS SITUATED ON THE EAST SIDE OF SAID STREET.
 THIS PROPERTY IS LOCATED 275 FEET IN A NORTHERLY DIRECTION FROM 16TH STREET, THIS BEING THE NEAREST INTERSECTING STREET.
 I FURTHER CERTIFY AS FOLLOWS:

1. THE BUILDINGS AND GARAGE SITUATED UPON THE ABOVE DESCRIBED PROPERTY ARE WHOLLY WITHIN THE BOUNDARY LINES OF THE PROPERTY.
2. THE DRIVEWAY LIES WITHIN SAID BOUNDARY LINES.
3. NO SIDE LINE OF THE BUILDING IS LESS THAN ______ FEET FROM ANY OF SAID BOUNDARY LINES.
4. THERE ARE NO ENCROACHMENTS UPON THE LOT FROM ANY BUILDINGS LOCATED UPON THE ADJOINING LOTS.
5. THE FRONT WALL OF THE BUILDING IS 58.36 FEET FROM THE FRONT LOT LINE.

SIGNED AND DATED AT CASPER, WYOMING, THIS 24TH DAY OF MAY, 1982.

[Signature]

CHARLES K. WOLZ, P.E. AND L.S. WYO. LIC. NO. 832
STATE OF WYOMING  
COUNTY OF NATRONA  

VACATING OF COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being all the members of the Gettysburg Homeowners Association, and all the fee owners of the units, tracts or partial lots comprising:

Lots 5, Block 16, Eastward Heights Addition to the City of Casper, Natrona County, Wyoming

to correct and relieve an accidental violation of pertinent subdivision laws occasioned by said covenants, conditions and restrictions:

HEREBY VACATE, ANNUL and terminate that certain Declaration of Covenants, Conditions and Restrictions filed on May 6, 1982, as Instrument No. 330517 et seq. with the Natrona County Clerk.

DATED July 31, 1984.

CAROL M. MOORE
RAY WALKER
VIOLA E. WALKER

The foregoing Vacating of Covenants, Conditions and Restrictions was acknowledged before me by Carol M. Moore, Ray Walker and Viola E. Walker on July 31, 1984.

Notary Public
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter set forth by CROSSLAND MORTGAGE CORP., c/o First Security Mortgage Company, 2404 Washington Boulevard, Ogden, Utah 84401, 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, 6, 7, 8 and 9, EASTWARD HEIGHTS VI, 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 PENNSYLVANIA HOMEOWNERS ASSOCIATION, its successors and assigns.

1.2. Common Area shall mean the parking area (including the improvements thereto) to be 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 VI, an addition to the City of Casper, Natrona County, Wyoming

1.2. Common Use Area shall mean those portions of all of the Lots to be used as a common access easement as described in Section 2.2 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
Bylaws and Articles of Incorporation.

1.4. Eligible Holder shall mean a 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 each of the Lots in
the Eastward Heights VI Addition to the City of Casper, Wyoming
described in the recital to this Declaration except for Lot 1
which is the Common Area.

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
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.

1.9. Property shall mean and refer to the real
property described in the recital to 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 provisions set out in Section 2.3 of this
Declaration.

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 portions of each of the Lots, as described in said Easement
and shown on the Subdivision Plat for the Eastward Heights VI
Addition as the "access easement" for access to each residence.
A copy of this Reciprocal Easement is attached as Exhibit "C" to
this Declaration. The portions 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 Common Use Area on the other
Lots for 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 Bylaws. The easements and rights of use of the Common Use Area as a common way of access shall be subject to the provisions of Section 2.3 of this Declaration.

2.3. Use of Common Area and Common Use Area. The easements and rights of enjoyment and use of the Common Area and the 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 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.

2.4. 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 the Property shall be used for any commercial, manufacturing, mercantile, vending or other non-residential purposes.

2.5. 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 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.

2.6. 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.

2.7. Delegation of Use. Any Owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common
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 Articles of Incorporation and Bylaws 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 such 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 and Common Use Area, if not dedicated to public maintenance; (i) 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 buildings comprising the residences on the Property; (iv) establishing and funding a reserve to cover major repairs to the Common Area, the 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 (v) 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 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.

4.4. 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
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 and placed on the dividing line between the residences shall constitute a party wall. Any damage due to negligence or willful acts or omissions of any owner who has used, decorates, adds to, or other casualty, may contribute to the cost of restoration of the real estate to which such contribution is due. Orders to call for a larger contribution from any owner shall be in accordance with the provisions of Section 12-1-402, Revised Statutes of the State of Wyoming.

6.2. Damage or removal of a party wall. A party wall which has been damaged or destroyed by fire, flood, or other casualty shall remain a party wall. Any owner who has used, decorates, adds to, or other casualty, any damage due to negligence or willful acts or omissions of any owner who has used, decorates, adds to, or other casualty, may contribute to the cost of restoration of the real estate to which such contribution is due. Orders to call for a larger contribution from any owner shall be in accordance with the provisions of Section 12-1-402, Revised Statutes of the State of Wyoming.

ARTICLE V
ARCHITECTURAL CONTROL

5.1. Architectural Control. No building, fence, wall, structure, or landscaping shall be commenced, erected, added to, or other casualty, any damage due to negligence or willful acts or omissions of any owner who has used, decorates, adds to, or other casualty, may contribute to the cost of restoration of the real estate to which such contribution is due. Orders to call for a larger contribution from any owner shall be in accordance with the provisions of Section 12-1-402, Revised Statutes of the State of Wyoming.

ARTICLE V
ARCHITECTURAL CONTROL

5.1. Architectural Control. No building, fence, wall, structure, or landscaping shall be commenced, erected, added to, or other casualty, any damage due to negligence or willful acts or omissions of any owner who has used, decorates, adds to, or other casualty, may contribute to the cost of restoration of the real estate to which such contribution is due. Orders to call for a larger contribution from any owner shall be in accordance with the provisions of Section 12-1-402, Revised Statutes of the State of Wyoming.
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 provision 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 of director, may be entitled. The
Association shall, as a common expense, maintain adequate general
liability and officers' and directors' liability insurance to
fund this obligation.

7.5. Insurance. The Association may, as a common
expense, maintain such liability and property insurance as the
Board of Directors deems 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
effecting a change in the boundaries of any Lot or the exclusive
easement rights of the Lot or the interests in the Common Area
and 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 Area or Common Use Area
are restricted;

(b) Any condemnation loss or any 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 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 30 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 any 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 Bylaws 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, Bylaws, 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 Bylaws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 27th day of September, 1988.

DECLARANT:

CROSSLAND MORTGAGE CORP.

By

Attorney-in-fact for
Crossland Mortgage Corp.
STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me by

R. Douglas Parsons, Attorney-in-fact, this 27th day of


Witness my hand and official seal.

My Commission Expires:

4-7-91

Notary Public
Residing at: Hereby

Barbara Borden
Notary Public
STATE OF UTAH

96864

452561
ARTICLES OF INCORPORATION
OF
PENNSYLVANIA HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §17-5-101 through §17-5-117, the undersigned, all of whom are residents of Natrona County, Wyoming, and 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 Pennsylvania Homeowners Association, hereinafter called the "Association".

ARTICLE II

The principal office of the Association is located at 136 South Wolcott, Suite 304, Odd Fellow Building, Casper, Natrona County, Wyoming.

ARTICLE III

Marvin L. Bishop, III, whose address is 136 South Wolcott, Suite 304, Odd Fellow Building, Casper, Wyoming, 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 residence units and Common Area within that certain tract of property described as:

Lot 1, Common Area, Lots 2, 3, 4, 5, 6, 7, 8 and 9, Eastward Heights VI, 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 defined 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 terms 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), own, 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 each class of 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 each class of 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 each class of 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 unit which is subject by covenants of record to assessment by the Association, including contract sales, 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 unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

All Owners 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.

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 persons 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:

R. Douglas Parsons
First Security Bank of Utah
Room 322
405 South Main Street
Salt Lake City, Utah 84111

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

Richard G. Allen
79 South Main Street
Suite 400
Salt Lake City, Utah 84111

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of 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 6th day of September, 1988.

R. DOUGLAS PARSONS

HARVEY L. BISHOP, III

RICHARD G. ALLEN

VERIFICATION

STATE OF WYOMING )

COUNTY OF NATRONA ) ss.

R. Douglas Parsons, 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.

R. Douglas Parsons

Subscribed and sworn to before me this 6th day of September, 1988, by R. Douglas Parsons.

Notary Public

My commission expires: August 7, 1990
STATE OF WYOMING  
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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.

[Signature]

Subscribed and sworn to before me this 1st day of September, 1988, by Marvin L. Bishop, III.

VICKIE BAUER - Notary Public
County of Natrona  
State of Wyoming
My Commission Expires: August 7, 1990

STATE OF WYOMING  
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Richard G. Allen, 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.

[Signature]

Subscribed and sworn to before me this 1st day of September, 1988, by Richard G. Allen.

VICKIE BAUER - Notary Public
County of Natrona  
State of Wyoming
My Commission Expires: August 7, 1990
BY-LAWS

OF

PENNSYLVANIA HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is Pennsylvania 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 Pennsylvania Homeowners Association, its successors and assigns.

Section 2. "Common Use Area" shall mean those portions of all the 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. 452561.

Section 4. "Declarants" shall mean and refer to CrossLand Mortgage Corp., 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 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.

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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 meeting 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 meeting 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
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 of 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 deem 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 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
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 assess-
ment shall bear interest from the due date at the rate of 1% 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: PENNSYLVANIA 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 26th day of September, 1988.

[Signatures]

President
RECIPIENT EASEMENT

RECIPIENTS:

A. CROSSLAND MORTGAGE CORP., a Utah corporation, (hereinafter called "CrossLand"), c/o First Security Mortgage Company, 2404 Washington Boulevard, Ogden, Utah 84401, is the owner of certain real property more particularly described as follows, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Eastward Heights VI, an Addition to the City of Casper, Natrona County, Wyoming.

B. Portions of Lots 2 through 9 as described and shown on the Subdivision Plat for the Eastward Heights VI Addition as the "access easement" (a copy of the portion of the Subdivision Plat showing said Lots 2 through 9 is attached as Exhibit "A"), is a joint access easement to be used jointly by the owners of Lots 2 through 9 (hereinafter called the "Common Use Area").

C. In order that CrossLand and the future owners and grantees of Lots 2 through 9, their respective heirs, personal representatives, successors and assigns may have a reciprocal easement to use the Common Use Area as a walkway or way of access for ingress and egress to the townhouses on Lots 2 through 9, CrossLand is willing to convey unto itself, the future owners and grantees of Lots 2 through 9, their respective heirs, personal representatives, successors and assigns, a perpetual easement over the Common Use Area, which easement shall run with said Lots 2 through 9 and the title thereto, and shall be binding on CrossLand and the future owners and grantees of Lots 2 through 9, their respective heirs, successors and assigns, and any person who shall hereafter acquire title to said property.

D. There is a common water line and a common sewer line which are located under Lot 1 (hereinafter called the "Common Area") which is being conveyed to the Pennsylvania Homeowners Association (hereinafter called the "Association") and under portions of Lots 2 through 9 in the areas shown on the Subdivision Plat for the Eastward Heights VI Addition as the "utility easement" 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 undersigned, and the grantees and owners of Lots 2 through 9 and their personal representatives, heirs, successors and assigns for the purpose of providing water and sewage disposal to the townhouses located on Lots 2 through 9 and will be operated, maintained and repaired by the Association.

E. In order that the Association may have an easement over the utility easement to operate, maintain, repair and

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replace the common water and sewer lines and meters, CrossLand 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 CrossLand and grantees of Lots 2 through 9, their heirs and any person who shall hereafter acquire title to the property.

NOW THEREFORE, for and in consideration in the sum of Ten Dollars ($10.00) and other good and valuable consideration, CrossLand hereby grants, bargains, sells, and conveys to itself and to the future owners and grantees of Lots 2 through 9, their heirs, successors and assigns, a perpetual easement to use the Common Use Area, as described in Recital B above, as a common walk way or way of access for ingress and egress to the townhouses located upon said Lots 2 through 9.

IN ADDITION, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, CrossLand 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 utility easement, as described in Recital D above.

The Association shall have the perpetual right to enter upon the Common Use Area at any time that it may see fit, and construct, maintain and repair the improvements now or hereafter located thereon and the Association shall have the perpetual right to enter upon the utility easement at any time that it 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 CrossLand and the Association, and the owners and grantees of Lots 2 through 9, and their respective heirs, successors, and assigns.

The owners and grantees of Lots 2 through 9 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 anyway that will impair the rights of others to use such easements, and the owners and grantees of Lots 2 through 9 shall not obstruct, interfere, or use the portions of their Lots located within the Common Use Area or within the utility easement in such a manner that will hinder or prevent the proper and reasonable use and enjoyment of the easement and rights herein granted to the Association and the other owners and grantees of Lots 2 through 9.
The grant herein contained is an easement and shall be perpetual.

IN WITNESS WHEREOF, CrossLand Mortgage Corp. has caused this Easement to be executed this 27th day of September, 1988.

CROSSLAND MORTGAGE CORP.

By Attorney-in-fact for Crossland Mortgage Corp.

STATE OF UTAH )
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me by R. Douglas Parsons, Attorney-in-fact, this 27th day of September, 1988.

Witness my hand and official seal.

My Commission Expires:

4-7-91

Notary Public
Residing at: Salt Lake City, Utah

968 NOTARY PUBLIC
BARRABE KURISL
STATE OF UTAH