DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ELKHORN VALLEY NO. 1 ADDITION

THIS DECLARATION, made on the date hereinafter set forth by ELKHORN VALLEY PARTNERSHIP AND LATHROP LIMITED PARTNERSHIP, 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:

All of the lands located in Elkhorn Valley No. 1 Addition, a subdivision, according to the official plat thereof recorded in Natrona County, State of Wyoming, Instrument No. 347291.

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

ARTICLE I
DEFINITIONS

Section 1. Accessory Building. Detached garages, patios, swimming pools, covers, enclosures, recreational facilities, storage sheds, or other similar structures and buildings customarily used in connection with residential uses.

Section 2. Building Site. A lot as established by the recorded plat or the combination of two (2) or more lots or portions thereof as approved by Declarant and in compliance with the provisions of these Covenants.


Section 4. Committee. The Design Review Committee composed of three (3) individuals appointed by the Declarant with responsibility for architectural approvals and such other powers as defined herein.

Section 5. Covenants. This Declaration and the provisions contained in it.


Section 7. Lot. Each area designated as a lot in any recorded plat of the Subdivision.

Section 8. Lot Lines. Front, side and rear lot lines shall be the same as defined in the zoning regulations of the City of Casper, Wyoming, in effect at the time of development or construction. In the absence of such a definition, a front lot line as each boundary line (whether one or more) between the lot and any public street. A side lot line is any boundary line which meets and forms an angle with a public street except that for a corner lot with two front lot lines, the side lot line is the boundary which forms an angle with the street which affords principal access to the lot.

Section 9. Owner. Person having fee simple legal title to a lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

Section 10. Properties. That certain real property contained within the recorded plat of Elkhorn Valley No. 1 Addition.

Section 11. Structure. Any building, thing or device other than trees and landscaping, the placement of which upon any building site might affect its
architectural appearance, including but not limited to any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, patio, swimming pool, tennis court, fence, wall, tent, covering, or outdoor lighting. Structure shall also mean an excavation or fill which affects or alters the natural terrain or which affects or alters the flow of water in any natural or artificial stream, wash or drainage channel upon or across any lot.

Section 12. Subdivision. All lots, properties, and tracts in Elkhorn Valley No. 1 Addition, an addition to the City of Casper, Natrona County, Wyoming.

Section 13. Enumerations Inclusive. A designation which describes parcels or other things as from one number, letter, or other designation to another. Includes all such numbers, letters, or other designations and all in between.

Section 14. Gender and Number. Whenever the context requires, the use of singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 15. Due Notice. Due Notice means written notice delivered in accordance with the requirements of these Covenants.

ARTICLE II
RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in Declaration, the Declarant expressly reserves unto:

(a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, and its successors and assigns, easements and rights-of-way on, over and across all or any part of the streets or unimproved lots in parcels for vehicular and pedestrian ingress and egress;

(b) Itself, its successors and assigns (including any utility or other entity providing water, sewer, drainage, gas, oil, electricity, telephone, cable television or other similar services to which Declarant shall assign any of its rights hereunder) easements as identified herein or on the official plat of Elkhorn Valley No. 1 Addition where applicable, for installation, use, maintenance and repair of all lines, wires, pipes and all other things necessary for all such services; provided that any such lines, wires or pipes shall be underground and, further provided, that all work done in connection therewith shall be performed with reasonable care and the surface of said easement and right-of-way area shall be restored to the level and conditions that existed prior to the doing of such work; and

(c) Itself, its employees, agents, representatives, contractors and their employees the right to use the easements, rights-of-way and public areas, where applicable, to facilitate and complete the development of the project including where applicable, for:

(1) Construction, excavation, grading, landscaping, parking and/or storage;

(2) The maintenance and operation of a sales office and model units for sales purposes;

(3) The showing to potential purchasers of any unsold lot, unit, or improvement within the project; and

(4) The display of signs to aid in the sale of any unsold lots and units.

ARTICLE III
BUILDINGS AND IMPROVEMENTS

Section 1. Building Restrictions and Types of Buildings. Development and improvements on lots within Elkhorn Valley No. 1 Addition shall be restricted as follows:
(a) City park: Lot 24, Block 2 and Lot 15, Block 4 of Elkhorn Valley No. 1 Addition are hereby designated as City park and are dedicated to the City of Casper for improvement of and the use by the public. No structure or other use except those accessory or appurtenant to public park use or a public utility shall be permitted.

(b) Elementary school site: Lot 23, Block 2 of Elkhorn Valley No. 1 Addition is intended for use as an elementary school site and is, therefore, exempt from the general architectural requirements and conditions of these Covenants, including fencing and design review approval provided, however, that should the Natrona County School District No. 1 not purchase or determine not to use the site for an elementary school, the parcel may be used only for residential purposes and will become subject to the provisions and requirements for such residential lots described in these Covenants.

(c) Single family lots: Lots 1-62, Block 1; Lots 1-22, 25-50, Block 2; Lots 1-69, Block 3; Lots 1-8, Block 4; Lots 1-101, Block 5; Lots 1-8, Block 6; Lots 1-16, Block 7; Lots 1-4, Block 8; Lots 1-4, 6-34, Block 9; Lots 1-10, Block 10; Lots 2-75, Block 11; Lots 1-14, Block 12; and Lots 1-14, Block 13 are restricted to single family dwellings, and no structure shall be upon any single family lot or building site other than residential and accessory buildings.

(d) Multiple dwelling parcels: Lots 9-15, 17 and 18, Block 4; Lot 5, Block 9; Lot 1, Block 11; and Lots 1 and 2, Block 14 are hereby designated and approved for residential use including single family dwellings, cluster homes, town homes, condominiums, apartments, or other multiple family dwellings subject to design review approval in accordance with these Covenants and such plating and zoning requirements of the City.

Section 2. Building Site. Not more than one (1) dwelling shall be erected or maintained within any lot or the combination of two (2) or more lots or portions thereof as approved by the Committee and subject to the following:

(a) Lots 1-62, Block 1 shall have an area of not less than 5,000 square feet per lot.

(b) All other single family lots as identified in Article III, Section 1.(c), above shall have an area of not less than 6,000 square feet per lot.

(c) Multiple family parcels as identified in Article III, Section 1.(d), above may have such number of dwellings as approved by the Committee and the City through its zoning and subdivision approvals.

Section 3. Minimum Dwelling Size. Residential dwellings constructed upon single family lots within the Subdivision are subject to the following minimum requirements:

(a) Lots 1-62, Block 1: 800 square feet of finished, livable floor area and a minimum foundation footprint of 500 square feet exclusive of garage, patios, breezeways, storage rooms, porches, or any attached accessory building. Minimum of one-car garage.

(b) All other single family lots as identified in Article III, Section 1.(c), above: 900 square feet of finished, livable floor area and a minimum foundation footprint of 600 square feet exclusive of garage, patios, breezeways, storage rooms, porches, or any attached accessory building. Minimum of two-car garage.

(c) Building size of multiple family parcels shall be determined by the Committee in accordance with provisions of these Covenants.

Section 4. Building Location and Setbacks. Unless specifically approved in writing by the Committee, as provided for in these Covenants, and the City, no dwelling, garage, accessory building or any other structure exclusive of fences shall be located on any lot in such a manner as shall not meet the minimum City setbacks, front and side yard requirements in effect at the time of issuance of building permits except that the rear setback for Lots 1-62, Block 1 shall not be less than fifteen (15) feet; and further, except that on Lots 1-62, Block 1, such dwellings, buildings, or structures may be constructed on one side lot line subject to approval and requirements of the Committee.
Further provided that any such construction on a side lot line shall require a minimum of ten (10) feet separation between buildings on the opposite side yard. The Committee may grant approval for projections of eaves, steps, chimneys, and gutters or any other portion of a building within a setback area provided, however, that this shall not be construed to permit any such projection to encroach upon or any other site. Where it is architecturally possible, it is recommended that all garages be incorporated into and made part of the dwelling structure. All construction must conform to the building code, zoning code, and subdivision regulations of the City which regulations may vary from the provisions of this and other sections.

Front, side and rear setbacks and building separation for proposed structures within multiple family parcels, shall be specifically reviewed and approved by the Committee and shall conform to the requirements of the City and the Committee for the purpose of preserving views, solar access and such other applicable requirements.

Section 5. Height Restrictions. All dwellings or other structures shall conform to height requirements of the City and Committee for the purpose of preserving views, solar access and such other applicable requirements. Height shall be measured from the highest finished grade contour at any point adjoining the foundation of the structure to the highest point of the structure exclusive of chimneys.

Section 6. Roofs. All roof coverings shall be of wood shakes, wood shingles, or composition shingles which shall have been approved by the Committee as to type, quality and color. All roof colors must be approved by the Committee.

Section 7. Accessory Buildings. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same lot. The Committee may order the removal of any accessory building not meeting this criterion.

Section 8. Fences. No fence, hedge or boundary wall situated anywhere upon any building site shall have a height greater than six (6) feet or such other lesser heights as the Committee may specify above the finished grade surface of the ground upon which such fence, hedge or wall is situated. All fences shall be of wood and shall be of a type and standard approved by the Committee. Fences may be constructed around the rear yard area of any building lot. There shall be no front yard fencing of any type or style unless specifically submitted to and approved by the Committee.

Section 9. Exterior Antennae. No detached radio or television aerial shall be permitted except in the case of a screened television reception dish, and no aerial, attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.

Section 10. Solar Systems and Facilities. Solar systems and/or facilities either active or passive shall be allowed with the prior approval of the Committee. Adequate data on said systems as to location and style shall be submitted before approval or denial. The Committee may order the removal of any such installation not having the written approval of said installation.

Section 11. Control of Building Exteriors, Roofs, and Colors. The Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs, and patio roofs and to require basic front yard landscaping. An owner shall not repaint the outside walls thereof without first obtaining approval of the Committee as to color unless the color is selected from the approved palette of the Committee. All patio roofs shall be of uniform design and color in harmony with the residential building.

Section 12. Owner Maintenance. Each owner shall maintain the exterior of the dwelling, any accessory building and all other structures, lawns, landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surface becomes weather-beaten or worn off.

Section 13. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from the time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months.
from the date of commencement of construction unless prevented by causes beyond the control of the owner or builder and only for such time as that cause continues.

Section 14. Rebuilding or Restoration. Any dwelling or building which may be destroyed in whole or in part by fire, wind storm or from any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition, such building or restoration to be completed within reasonable promptness and in any event within six (6) months from the time the damage occurs.

Section 15. Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the Committee. Model homes may be used and exhibited only by Declarant or with the permission of the Committee. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes, or at such time as required in writing by Due Notice from the Committee.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be conducted upon or in a lot or tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or tract.

Section 17. Excavation, Defacing of Landscape, Ditches. No excavation for stone, sand, gravel, earth or minerals shall be made upon a building site or on any residential lot or tract in that subdivision.

ARTICLE IV
LIVING ENVIRONMENT STANDARDS

Section 1. Building and Grounds Conditions. Each owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

Section 2. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 3. Maintenance Equipment. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as to not be visible from neighboring property or adjoining streets.

Section 4. Clotheslines. All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from adjacent streets.

Section 5. Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on on any lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units.

Section 7. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.
Section 8. Landscaping. Prior to occupancy of a dwelling or within any extension of time granted by the Committee not to exceed six (6) months after completion of a dwelling, all front yards and open spaces shall be landscaped and thereafter maintained in lawns or other materials. Unless otherwise approved by the Committee, no less than fifty percent (50%) of the front yard area shall be covered with bluegrass lawn or its equivalent. For purposes of this paragraph, the front yard is defined as the area of the Lot between the paved surface of any street or back of sidewalk adjacent to the lot and the front of the dwelling or to the rear yard fence if the rear yard is not landscaped. Prior to occupancy of a dwelling or within any extension of time granted by the Committee, not to exceed six (6) months after completion of a dwelling, fences, as approved by the Committee, shall be constructed from each side of the dwelling or the side yard lot line. At such time as a Lot Owner is given Due Notice by the Declarant or the Committee to replace a landscape item that is not living or looks unsightly, such as but not limited to: trees, grass, plants, bushes and vegetation, then said Lot Owner shall have thirty (30) days to replace said landscape item(s) or the Declarant and/ or Committee may do so and file a lien for cost and collection of said landscape replacement. All lawns shall be kept watered and sighted at all times.

Section 9. Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed, shall be kept free from plants which are infected with noxious weeds. Infection or weeds which are not the reasonable opinion of the Committee are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which is in the reasonable opinion of the Committee causes undue danger of fire.

Section 10. Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect on the Lot. The right (but not the duty) to enter any Lot and perform this work after Due Notice to the Owner, in which case the reasonable costs incurred by the Declarant in performing such work will be an additional lien against the Lot involved.

Section 11. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading plan except after first obtaining the prior consent and approval of the Committee. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture for the principal and adjoining landowners.

Section 12. Transmitters. No electronic or radio transmitter of any kind other than garage door openers shall be operated on or on any structure or within any building site other than local business or personal communications systems.

Section 13. Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs or cats shall be maintained in or on any Lot within the Subdivision and then only if kept as pets. Any such allowed animals shall be kept on leashes at all times that they are within the Subdivision but outside the Owner's dwelling and lot. No animal of any kind shall be permitted which in the opinion of the Committee makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes.

Section 14. Trailers, Campers, etc. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, recreational vehicle, towed trailer unit or truck, excepting only pickups solely for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot or building site for a continuous period of more than 24 hours except in a completely enclosed structure or fully screened in a manner approved by the Committee so as not to be visible at ground level from any neighboring property or street.

Section 15. Junk Cars. No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or any Lot in such manner as to be visible at ground level from any neighboring property or street.

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Section 16. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 17. Signs. The only signs permitted on any Lot or structure shall be:

- (a) One sign of customary size for offering of the signed property for sale or for rent;
- (b) One sign of customary size for identification of the occupant and address of any dwelling;
- (c) Multiple signs for sale, administration and directional purposes installed by, or with the permission of Declarant during development;
- (d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;
- (e) Such signs as may be required by law;
- (f) Subdivision identification signs of a size and design approved by the Committee; and
- (g) Temporary banners, flags, streamers or other Committee-approved devices intended to aid in sales or rental promotions of a specified length upon approval of the Committee or for one-day open house promotions.

All permitted signs must be professionally painted, lettered, and constructed.

Section 18. Water Saving Devices. Each dwelling constructed in the Subdivision shall have and maintain the following water saving devices: Pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3g gallons, aerators which provide for a maximum flow of 1.0 gpm on all bathroom sinks and water-saving shower heads to limit flows to a maximum of 3.0 gpm, and/or such other requirements of the Casper Board of Public Utilities as may be in effect at the time building permits are taken. Water and sewer service will not be provided by the Casper Board of Public Utilities to any building not meeting these requirements.

Section 19. Erosion Control. Any Owner of any Lot acquired from the Declarant assumes the responsibility for erosion control in accordance with the erosion control program requirements by the City including assumption of any and all fees, bonds or other security to assure compliance.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Building Approval. No structure shall be commenced, erected, placed, moved onto a Lot, permitted to remain on any Lot or altered in any way so as to materially change the Lot's previously existing exterior appearance, except in accordance with plans, specifications and other information submitted to the Committee and approved no more than one (1) year before start of the construction, alteration or installation. Matters which require the approval of the Committee include but are not limited to: the exterior appearance and materials, exterior color, roof color, height and location of each structure, coverings, drive, walk and fence, grading of site and landscape plan. In granting or withholding approval, the Committee shall consider among other things: the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure or covering to the environment and to surrounding uses, the degree, if any, to which the proposed structure or covering will cause intrusions of sound, light or other effect on neighboring sites beyond those reasonably to be expected in a quality urban residential area from considerate neighbors. It is specifically understood that Elkhorn Valley is a planned development as to dwelling colors, landscaping, exterior elevations, fences, driveways, walks, building materials and their intended uses and all items having to do with the appearance of Elkhorn Valley. Any change or alteration in the above-mentioned items must have prior approval of the Committee.
The Committee shall be composed of three individuals appointed by Declarant, its successors and assigns.

Section 2. Plans Submissions. All plans, samples and other materials are to be submitted in a form and quality acceptable to the Committee. The plan shall show the location of all buildings, drives, walks, fences and any other structures. Proposed new contours throughout the lot and abutting street elevations on all sides shall be shown. Structure plans shall show all exterior elevations and shall indicate and locate on each elevation the materials to be used and designate each exterior color to be used by means of actual color samples.

Section 3. Approval Process. All action required or permitted to be taken by the Committee shall be in writing and any such written statement shall establish the action of the Committee and shall protect any person relying on the statement. If the Committee does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to the Committee, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Committee shall be entitled to retain one (1) copy of all approved plans as part of its files and records.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Committee Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intent or meaning of any of these Covenants, the Committee shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Committee and filed for record with the Clerk and Recorder of Natrona County, Wyoming, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this section 1.

Section 2. Covenants Run With the Land. These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Subdivision.

Section 3. Covenants are Cumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or dissimilar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 4. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 5. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, or the Committee or any combination of these. If Declarant no longer owns any property within the Subdivision, it shall nevertheless until seven years after these Covenants were filed of record, retain the right to enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney's fees, incurred by the Declarant or the Committee in connection with any successful enforcement proceeding initiated by them (alone or in combination with Owners) or, during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants.
Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for enforcement of these Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

Section 6. Duration of Restrictions. Unless sooner terminated as provided in section 8 which follows, the restrictions and other provisions set forth in these Covenants shall remain in force until the year 2013 and shall be automatically renewed for successive periods of ten (10) years unless before the year 2013 or before the end of any ten (10) year extension, there is filed for record with the Clerk and Recorder of Natrona County an instrument of a majority of the Lots in the Subdivision.

Section 7. Amendment and Extensions. From time to time any one section of these Covenants may be amended or a new section may be added to these Covenants by an instrument signed and acknowledged by the Owners of at least two-thirds of the Lots in the Subdivision and filed for record with the Clerk and Recorder of Natrona County, Wyoming, provided, however, that the Declarant shall have the right to amend this Declaration and these Covenants without consent of the Owners of the Lots in the Subdivision so long as such amendment is reasonable to meet the requirements of a financial institution to finance property subject to this Declaration or to comply with requirements of the Federal Housing Administration (FHA) and/or Veterans Administration for mortgage financing or any other local, state, or federal regulatory agency.

Section 8. Termination. All sections of these Covenants may be terminated at any time by an instrument signed and acknowledged by the Owners of at least ninety (90) percent of the Lots within the Subdivision and filed for record with the Clerk and Recorder of Natrona County, Wyoming.

Section 9. Partial Amendments. These Covenants may be amended for only a portion of the Subdivision by a written instrument executed by Declarant and 100% of the then Owners of such portion of the Subdivision if:

(a) the portion of the Subdivision affected by such amendment contains at least twenty (20) contiguous Lots; and

(b) no improvements have been erected on any such Lots; and

(c) Declarant reasonably determines that the amendments will not materially adversely affect the general living environment contributed by these Covenants for the remaining Lots.

Section 10. Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Section 11. Action in Writing. Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.

Section 12. Notices. Any writing described in section 11 above, including but not limited to any communication from the Committee or the Declarant to an Owner, shall be sufficiently served if delivered by mail or otherwise: (a) to the dwelling situate on the Lot owned by that Owner; or (b) if there is no dwelling, then to the address furnished by the Owner to the Committee and if the Owner has not furnished an address, then to the most recent address of which the Committee has a record.
IN WITNESS WHEREOF, the Declarant has executed this Declaration this 28th day of February, 1983.

ATTEST

ELKHORN VALLEY PARTNERSHIP, BY AND THROUGH ELKHORN LAND & LIVESTOCK, INC., GENERAL PARTNER

ELKHORN LAND & LIVESTOCK, INC.

PERI X. LATHROP, SECRETARY

BY: STEVEN C. LATHROP

LATHROP LIMITED PARTNERSHIP

VIRGINIA A. LATHROP, GENERAL PARTNER

HOMER R. LATHROP, GENERAL PARTNER

STATE OF WYOMING

County of Natrona } ss.

On this 28th day of February, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared STEVEN C. LATHROP and PERI X. LATHROP, known to me to the President and Secretary, respectively, of ELKHORN LAND & LIVESTOCK, INC., a general partner of Elkhorn Valley Partnership, and acknowledged to me that they executed the within instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

Notary Public for Wyoming

STATE OF WYOMING

County of Natrona } ss.

On this 28th day of February, 1983, before me, the undersigned, a Notary Public in and for said state, personally appeared HOMER R. LATHROP and VIRGINIA A. LATHROP, known to me to be General Partners of LATHROP LIMITED PARTNERSHIP, and acknowledged to me that they executed the within instrument for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

Notary Public for Wyoming
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

For Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2

Elkhorn Limited Liability Company, a Wyoming limited liability company, hereinafter called "Developer," is the owner in fee simple of certain real property located in Natrona County, Wyoming, known by official plat designation as all lots in Blocks 3, 4 and 5 Elkhorn Valley Addition No. 2, pursuant to a plat received and recorded on September 7, 1993 as instrument No. 550338 in the public records of Natrona County, Wyoming. County, Wyoming.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, and in order to ensure the use and development of the property which is to be zoned for R-2 residential estate purposes only, Developer hereby declares that all of the real property described above and each part thereof, with additions as set forth herein, shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Article I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Architectural and Environmental Control Committee" shall mean that Wyoming nonprofit corporation responsible for assuring and preserving the beauty, quality, and value of the neighborhood as more particularly described in Article III.

Section 2. "Association" shall mean EVA2-CA Homeowners' Association, Inc., a Wyoming nonprofit corporation, organized by Developer for the administration of and enforcement of this Declaration.
Section 3. "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but not limited to, the following:

(a) Any payments by the Association or Developer to employees or agents for services in the care, repair, replacement and operation of the Common Area;

(b) Any cost incurred by the Association or Developer in the maintenance, repair and/or replacement of any fence, wall or the like to be erected by the Association or Developer.

(c) Any cost incurred by the Association or Developer in the installation, maintenance, repair and/or replacement of any signs, lighting, underground sprinkling system, walls, structures, fences, columns, grass, trees, shrubs and other plants and any other landscaping and/or related costs for the Common Area or a Lot or Residence, including any cost of electricity, water and/or natural gas;

(d) Any personal property taxes with respect to any personal property owned by the Association;

(e) Any premiums for public liability and/or property insurance;

(f) Any legal and professional fees to advisers of the Association;

(g) Any management fees and charges;

(h) Any cost of performing any obligation of an Owner which such Owner has failed to perform, to the extent the Association fails to obtain reimbursement from such Owner therefor;

(i) Any cost of any service desired by the Association which is not provided by a municipality without charge to the Association; and

(j) Any cost of exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:
Replacement, care and maintenance of trees, shrubs, grass, walks, and other exterior improvements, including lawn mowing and snow removal. Exterior maintenance shall not include the Residence.

Section 4. "Board of Directors" shall mean the Board of Directors of the Association.

Section 5. "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 carefree area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Lot 5, Block 3; Lot 5, Block 4; and Lot 8, Block 5, Elkhorn Valley Addition No. 2.

Section 6. "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

Section 7. "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.

Section 8. "Developer" shall mean Elkhorn Limited Liability Company, a Wyoming limited liability company, its successors and assigns, if any such successor or assignee acquires an undeveloped portion of Blocks 3, 4 and 5 Elkhorn Valley Addition No. 2 from the Developer for the purpose of Development.

Section 9. "Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Lot has transferred from Developer to another Owner in the entire development known as EVA2-CA, including any additions thereto as provided in Article II, Section 3.

Section 10. "Elkhorn Valley Addition No. 2, Blocks 3, 4 and 5" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental declaration, or declarations, under
the provisions of Article II hereof, and shall include the real property described in said Article II, Section 1.

Section 11. "EVA2-CA" shall mean the Land and all improvements thereon and appurtenances thereto.

Section 12. "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. The Land shall consist of only that land described as Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2, with additions thereto, as provided in Article II, Section 3.

Section 13. "Lot" shall mean and refer to any lot or other tract in EVA2-CA, shown on the recorded plat of Elkhorn Valley Addition No. 2, referred to above, and any addition thereto under Article II, Section 3, on which a residential structure could be constructed, whether or not one has been constructed.

Section 14. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, easements of ingress and egress, drainage easements, water retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 15. "Official Approval" shall mean (a) the written approval of the Developer during the Developer Control Period, or (b) of the Association after the Developer Control Period.

Section 16. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is a part to the subdivision, including the Developer, and including contract sellers, but not including contract purchasers.

Section 17. "Plat" shall mean the drawing describing the Land and the easements encumbering the Land and appurtenant to the land, received and recorded on September 7, 1993 as instrument No. 530388 in the public records of Natrona County, Wyoming, and any additional drawings filed by Developer in the Public Records of Natrona County, Wyoming, including but not limited to the plat of "Elkhorn Valley Drive" received and recorded on September 14, 1993 as instrument No. 530661 in the public records of Natrona County, Wyoming; as the
same may be amended or supplemented from time to time to reflect additions to or withdrawals from the Land, as provided in this Declaration.

Section 18. "Residences" shall mean the single family one story only above ground dwellings from time to time constructed upon any Lot.

Article II

Property Subject to this Declaration; Additions Thereto, Deletions Therefrom

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this declaration, is located in Natrona County, Wyoming, and comprises all of the lots, tracts, and easements shown and/or platted within or upon the property legally described as follows:

Elkhorn Valley Addition No. 2 - Blocks 3, 4 and 5, according to the plat thereof, received and recorded on September 7, 1993 as instrument #530388 in the public records of Natrona County, Wyoming.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat any and all parts of the property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to, Elkhorn Valley Addition No. 2 - Blocks 3, 4 and 5.

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands, provided only that (a) any portions of the additional land from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portions of such additional land shall, at the time of addition to the scheme of this Declaration, be platted single family residential lots and appurtenant and related common areas, and (c) upon addition of the additional land to the scheme of this Declaration, the Owners of the property therein shall unanimously agree hereto and shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration. The addition at any time or from time to time of all or
any portions of the addition to the scheme of this Declaration shall be made in evidence by filing in the public records of Natrona County, Wyoming, a supplementary declaration with respect to that portion of the additional land to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of any Owners and/or mortgagee of land in Elkhorn Valley Addition No. 2 - Blocks 3, 4 and 5. Such additional lands may be subject to a pre-existing declaration of covenants, conditions and restrictions which will not be superseded by Article IV, Section 2 of this Declaration to the extent that such pre-existing declaration is more restrictive than the terms of Article IV, Section 2 of this Declaration. Any additional land shall be subject to control by the Architectural and Environmental Control Committee (AECC) as set forth in Article III herein. Any provisions in a pre-existing declaration for additional land other than those concerning the subject matter of Article IV, Section 2 as set forth above will, if inconsistent with the provisions of this Declaration, be superseded by the provisions of this Declaration upon addition of the additional land to the scheme of this Declaration.

Article III

Architectural and Environmental Control - To Preserve the Beauty, Quality and Value of the Neighborhood

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural and Environmental Control Committee (hereinafter "AECC"). The architectural review and control functions shall be administered and performed by the AECC as set forth below. If the AECC fails to take action within forty-five (45) days after plans for such work have been submitted, then all such submitted plans should be deemed to be approved, so long as improvements comply with the restrictive covenants herein set forth as minimum restrictions.
Section 2. Architectural and Environmental Control Committee.
The Architectural and Environmental Control Committee (AECC) is a Wyoming
nonprofit corporation, the initial board of directors of which shall consists of three
(3) members. The initial directors are Betty J. Luker, William B. Luker, and
Robert W. Miracle. The Developer shall have the right to appoint all the directors
of the AECC. After Developer no longer owns at least one Lot in Blocks 3, 4 and
5, Elkhorn Valley Addition No. 2, and any additional lands added to the coverage
of this Declaration, the directors shall be appointed by, and shall serve at the
pleasure of, the Board of Directors of the Association. A majority of the directors
of the AECC may designate a representative to act for it. In the event of death,
or resignation of any director of the AECC, the remaining directors shall have full
authority to designate a successor. None of the directors of the AECC, nor the
designated representative, shall be entitled to any compensation for services
performed pursuant to these covenants.

Section 3. Powers and Duties of the AECC. The AECC shall have
the following powers and duties:

A. To require submission to the AECC of two (2) complete sets of
all plans and specifications for any improvement or structure of any kind,
including, without limitation, any building, fence, wall, swimming pool, tennis
court, enclosure, sewer, drain, disposal system, decorative building, landscape
devise or object, or other improvement, the construction or placement of which is
proposed upon any lot in Blocks 3, 4 and 5 of the Elkhorn Valley Addition No.
2.

B. To approve or disapprove any improvement or structure of any
kind, including without limitation, any building, fence, wall, swimming pool,
tennis court, screen enclosure, sewer, drain, disposal system, decorative building,
landscape devise or object, or other improvement or change or modification
thereto, the construction, erection, performance or placement of which is proposed
upon any lot in Blocks 3, 4 and 5 of Elkhorn Valley Addition No. 2, and to
approve or disapprove any exterior additions, changes, modifications or alterations
therein or thereon.

C. To authorize variances to the covenants herein contained where
circumstances, such as typography, property lines, location of trees, vegetation,
or other physical interference requires, and such variances are reasonably
consistent with the overall objectives of enhancing and protecting the value and
desirability of the lots subject hereto.

D. To accept submission of preliminary designs of improvements
to the AECC for informal review. The AECC shall not be committed or bound
by any informal review until complete design plans are submitted and approved or
disapproved but shall endeavor where practical to suggest such changes or
alterations which may be required prior to final approval.

E. To approve or disapprove, in the interest of insuring quality
construction of residences and structures within EVA2-CA, contractors or
subcontractors proposing to construct improvements upon any Lot. Such approval
or disapproval shall be based upon factors including but not limited to the
contractor or subcontractor's previous experience or lack thereof, previous
performance, and financial resources. Any disapproval of a contractor or
subcontractor shall be by unanimous vote of the directors of the AECC.

Section 4. Plans. The AECC shall disapprove any plans which are
not sufficient for them to exercise the judgment required by these covenants.

Section 5. AECC Not Liable. The AECC shall not be liable in
damages to any person or association submitting any plans for approval, or to any
contractor or subcontractor proposing to make any improvements in EVA2-CA,
or to any owner or owners of lands within the subdivision by reason of any action,
failure to act, approval, disapproval, or failure to approve or disapprove, with
regard to such plans or improvements. Any person or association acquiring the
title to property in the subdivision, or any person or association submitting plans
to the AECC for approval, or to any contractor or subcontractor proposing to
make any improvements in EVA2-CA, by so doing does agree and covenant that
he, she or it will not bring an action or suit to recover damages against the AECC,
its directors or officers as individuals, advisors, employees, agents, or the
Developer, their successors and/or assigns.

Article IV
Use Restrictions

Section 1. Residential Use. The property subject to these covenants
and restrictions shall be used for single family, one story, only, above ground.
residential living units and for no other purpose. Construction of a Residence shall be commenced by or on behalf of an Owner within one year after the date upon which an Owner acquires a Lot, and commencement of construction shall be deemed to have occurred upon the issuance of a building permit from the appropriate permitting authorities within the city of Casper and/or county of Natrona. Completion of construction of a Residence shall occur on or before the expiration of one year from the date of issuance of such a building permit; completion of construction shall be evidenced by the issuance of a certificate of occupancy from the appropriate certifying authorities in the city of Casper and/or county of Natrona. The AECC shall have authority to waive the requirements for commencement and completion of construction of a Residence, and shall be the final arbiter of all questions regarding compliance with the commencement and completion requirements of this Declaration. No manufacturing, commercial, business or other enterprise, or any church or religious meeting or gathering place, whether or not conducted for profit, shall be operated, maintained or conducted on any lot or in any structure erected or placed thereon, nor shall any structure, thereon or any part thereof, be used as a boarding or rooming house, nor, to the extent the Developer's title affords it, the right to restrict such use, shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon. No building or other improvement shall be erected upon any lot without prior AECC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event that one or more lots are developed as a unit, the provisions of these covenants and restrictions shall apply thereto as a single lot. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any site not including at least one (1) full-platted lot according to the recorded Plat of EVA2-CA.

Section 2. Dwelling Quality and Size. No building or structure shall be erected, placed, or be permitted to remain upon any lot other than one private, single family one story only above ground dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached two or three car garage. If a detached garage is erected, it must be joined to the dwelling by a breezeway or enclosure. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of fourteen hundred (1,400) square feet. It is understood that these minimum area requirements shall be determined by measurement of the
exterior framing division of the living quarters only and are exclusive of basement areas.

Exterior colors and exterior construction materials of all dwellings must be approved in advance, in writing, by the Architectural and Environmental Control Committee. Unless otherwise approved, a dwelling must have no less than twenty-five (25%) of the exterior surface covered with appropriate masonry, exclusive of fireplaces. Roofing must be shake shingles, woodroof (or equivalent product) clay tile, or timberline asphalt (or equivalent weight and grade product) shingles. Specifically, no t-lock or three tab shingles will be permissible.

No structure shall be located on any lot in such a manner as shall not meet the minimum city of Casper setback, front and side yard requirements. Consistent with the city of Casper requirements, a structure may be located on any interior lot as far back as the rear lot line, but must be no closer than ten (10) feet to the side yard lot line. For purposes hereof, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to be closer than ten (10) feet to the side yard lot or to encroach upon another lot. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.

An engineered foundation and a perimeter drain system sufficient to satisfy the engineer of the City of Casper will be required for each home to be built.

Section 3. No Temporary Building. No tents, trailers, vans, campers, or any other structure of a temporary or mobile nature, shall be used on any lot as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, snowmobile or trailer therefor, tent, shack or any other structure mobile in character or of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any lot.

Section 4. Antennae. No detached radio or television aerial, antenna, or satellite receiving dish shall be permitted on any lot, and no aerial
attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two and one-half (2 1/2) inches in diameter, shall be cut down or otherwise destroyed without prior express written consent of the AECC.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the AECC.

Section 7. Landscaping Generally. No xeric landscaping, desert landscaping, gravel, asphalt or the like will be permitted on any lot in this subdivision. A basic landscaping plan for each home must be submitted to and approved by the AECC. Sodding or hydricrass will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner lots, sodding will be required on the front and sides. Sodding and/or seeding as required and placement of a minimum of six (6) two and one-half inch trunk diameter or larger trees and shrubbery of appropriate character and type, must be completed within one year from and after the construction of improvements upon any lot is commenced. The lawn and any shrub, tree, or flowers will be no closer than two (2) feet from the foundation of the structure located on the lot. The slope away from the foundation of the structure located on the lot will be no less than three (3) degrees for the first ten (10) feet from the foundation on all sides.

Section 8. Boats and Motor Vehicles. No vehicle of a size larger than the now standard American manufactured car or 3/4 ton pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for recreation, sport, commerce, or industry, such as motor homes, boats, trucks, campers, recreation vehicles (RV's), house trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or any other ways of access of or to any such lot or lots for any substantially continuous period of more than twenty-four (24) hours. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the lot or on any street for a period of more than twenty-four (24) hours at any one time or as a repeated matter of practice.
Section 9. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be construed to prevent an Owner from constructing a fence as provided elsewhere herein. In addition, each Owner shall allow the Association and its agents and employees access across and upon the Lot of the Owner for purposes consistent with this Declaration.

Section 10. Clothes Drying Area. No portion of any lot or Common Area shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a lot.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any such lot or upon the Common Areas except that no more than two (2) dogs, two (2) cats and two (2) other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No animal shall be allowed to run loose at any time. Animals may be exercised under the provisions and restrictions of City of Casper ordinances 6-90 and 21-84 as same are presently promulgated for City Parks or as same may be amended in the future.

Section 12. Rubbish, Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or Common Area, except in sanitary containers located in appropriate areas concealed from public view. Each residence in the addition shall have an electric garbage disposal installed in the kitchen sink and shall have suitable garbage containers for trash and rubbish and if the container is outside the residence or garage, it must be an underground container of thirty-five gallon capacity or more. Such underground container shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway. Any garbage container may be placed at the curb for garbage pick-up but cannot remain at the curb in excess of twenty-four (24) hours.
Section 13. Street Access and Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 14. Fences, Etc. No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any lot, except as approved by the Architectural and Environmental Control Committee during the Developer Control Period or as approved by the Association thereafter.

Section 15. Nuisances. No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, visual or otherwise shall be conducted on lots nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the subdivision.

Section 16. Signs. No sign of any kind, on any lot, shall be displayed in public view except one professional sign of not more than one (1) square foot, and one sign of not more than twelve (12) square feet advertising the property for sale or rent by owner, or larger signs used by developer, or Realtor to advertise the property during the construction and sales periods. The size and designs of all signs shall be subject to approval by the AECC.

Section 17. Common Area. Nothing shall be altered in, constructed on or removed from, any of the Common Area except upon the written consent of the Association.

Section 18. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere.
thereon; and in the event that any Owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the AECC may enter upon said lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 19. Necessary Exception for Development. In order that the subdivision be established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer’s transferees, or the employees, contractors or sub-contractors of Developer, or of Developer’s transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise.

Section 20. Permitted Sales to Resellers. No person may become an Owner of one or more Lots for purpose of reselling the same except upon compliance with this Section. Any such purchaser must have an organized sales staff, appropriately licensed with the Wyoming Real Estate Commission or other responsible licensing body, having facilities located within the city of Casper and having an organized program designed to assure the efficient and expedient reselling of Lots. Such resellers must have sufficient capital and resources to effect purchases as shall be determined by the Developer. All questions regarding qualifications of a reseller shall be determined by the Developer in its sole discretion. Any decision to exclude a reseller must be by unanimous vote of the Developer. Any qualified reseller shall be permitted to establish one model home upon one Lot for the purpose of display to prospective purchasers. In all events, any model home established shall be converted to a Residence and shall be occupied as such by an Owner no more than twenty four (24) months following completion of construction thereof.

Article V

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer, at all times so long as it owns all or any part of the property subject to this declaration, shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from Ownership of any lot which is subject to assessment.
Section 2. Classes and Voting. The Association shall have two classes of voting membership:

CLASS A

Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for each lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot, and no vote shall be registered unless the co-owners unanimously consent thereto.

CLASS B

The Class B member shall be Developer, its successors and assigns. All directors of the Association shall be elected by the Class B member. The Class B member shall have as many votes on other matters as there are lots in EVA2-CA, regardless of ownership of the lots. The Class B membership shall cease and all voting rights shall revert proportionately to the Class A members on the happening of either of the following events, whichever occurs earlier:

(a) Upon termination of the Developer Control Period; or

(b) On or before September 1, 2018.

Section 3. Suspension of Voting Rights. No Class A member shall have any voting rights while such Class A member shall be delinquent in the payment of any assessment established by the Association pursuant hereto.

Section 4. By-Laws. Each Lot Owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be violations hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Directors of the Association shall provide copies of the By-Laws to each Owner upon request.
Article VI
Association Assessments

Section 1. Assessments. Each Owner (other than Developer, except as specifically set forth in Section 2 hereof) by acceptance of a deed to a Lot, hereby agrees to pay to the Association: (a) the initial assessment of $1,000.00 as set forth in Section 4 below, (b) the annual assessments levied by the Association, and (c) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments may be used to pay the Association Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Association Expenses.

Section 2. Payment of Assessments.

A. The initial assessment shall be as provided in Section 4 below, and annual assessments shall be in such amount as the Board of Directors of the Association shall determine. The Board of Directors shall have the right to require that the annual assessment be paid in monthly or other periodic installments during the year. Notwithstanding the foregoing, Developer shall not be required to pay the annual assessment for any Lots owned by Developer in EVA2-CA. Each year the Board of Directors will establish a budget setting forth the estimate by the Board of Directors of the Association Expenses for the following year. The annual assessment shall be equal to the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. Each Owner (other than Developer) shall be responsible for, and shall pay, for each Lot such Owner owns, that portion of the annual assessment equal to the total annual assessment divided by the number of Lots within EVA2-CA, exclusive of any Lots owned by Developer.

B. In lieu of Developer paying any annual assessment, until the year in which Developer has sold at least twelve (12) of the fifteen (15) Lots comprising EVA2-CA, Developer shall make up the difference between the amount of annual assessment payable by all other Owners attributable to care of the Common Area. Once Developer has sold at least 12 of 15 of the Lots comprising EVA2-CA, Developer shall have no obligation to make a contribution to the cost of maintaining the Common Area or to pay any annual assessment with respect to Lots owned by Developer.
Section 3. Special Assessment. The Association shall have the right, by action of its Board of Directors, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay, for each Lot such Owner owns, that portion of the special assessment equal to the total special assessment divided by the number of Lots within EVA2-CA, exclusive of any Lots owned by the Developer.

Section 4. Initial Contribution to Association. Each Owner who purchases a Lot directly from Developer or a permitted reseller without there having been an intervening Owner and there otherwise shall have been no prior payment of the initial assessment with respect to such Lot shall contribute to the Association at the time of such purchase the sum of One Thousand Dollars ($1,000.00), which sum shall be nonrefundable any may be used by the Association to pay Association Expenses, to fund the Association’s operating reserve or for any purpose permitted by this Declaration including the original lawn, landscaping, and sprinkler system on each Lot.

Section 5. Interest. Delinquent assessments shall bear interest at such interest rates as are from time to time established by the Association (which interest shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Wyoming then in effect). The Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

Section 6. Abandonment. No Owner shall be exempt from liability for such Owner’s share of the Association assessments by the abandonment of the Owner’s Lot.

Section 7. Lien of Association. The Association shall have a lien upon the estate or interest in any Lot (except as owned by Developer) and the Residence thereon for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due, and payable, together with the interest and late charges assessed in accordance with Section 5 hereof. The lien shall take effect and relate back to the date of recording this Declaration. A certificate evidencing the lien, signed by an authorized officer of the Association, may be filed with the County Clerk, Natrona County, Wyoming, pursuant to the authority given by the Board of Directors. Such
certificate shall contain a description of the Lot and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments. Such statement of lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner's ownership of the Lot. No portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.

Section 8. Priority of Association's Lien. The lien provided for in this Article VI for Association assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by an authorized officer of the Association pursuant to the authority given to such officer by the Board of Directors, and in such foreclosure action the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot and Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent duly authorized by action of the Board of Directors, shall be entitled to become a purchaser at the foreclosure sale.

Section 9. Dispute as to Association Assessments. Any Owner who believes that the portion of Association assessments levied with respect to such Owner's Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot may bring an action in the District Court in and for Natrona County, Wyoming, for declaring judgment as to such impropriety and for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessments has been improperly charged, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

Section 10. Non-Liability for Past Due Association Expenses. If the holder of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and
assigns, shall not be liable for the share of the Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer, except that such unpaid share of Association assessments shall be deemed to be Association Expenses collectible from all owners, including that of such acquirer, its successors and assigns.

Section 11. Liability Upon Voluntary Conveyance. The voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant of conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid Association assessments levied with respect to the Lot, including interest and late charges, and such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid Association assessments in excess of the amount set forth in such statement for the period reflected in such statement. As used in this Section "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

Section 12. Rights of First Mortgagors. Any first mortgagee of any Lot and/or Residence shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment of the Owner of a Lot and/or Residence which is encumbered by the mortgage held by that mortgagee, and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than ninety (90) days delinquent in the payment of Association assessments.

Section 13. Disproportionate Assessments. Should any assessment be necessitated by virtue of the activities of a single Owner or group of Owners, whether through negligence or intentional disregard of the requirements of this Declaration, such assessment may be levied disproportionately against such Owner or Owners in proportion to the degree of responsibility such Owner or Owners bear to the expense necessitating such assessment as the directors in their discretion may determine.
Section 14. Cessation of Service for Delinquency. No Owner who shall be delinquent in the payment of any assessment shall be entitled to services provided by the Association, and the directors of the Association may withhold maintenance or other services from such delinquent Owner to the extent it shall not damage any other Owner of a Lot.

Article VII
Breach of Covenant

Section 1. Correction by Association of Breach of Covenant.

A. If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Lot involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized number of Directors that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees shall enter upon the Lot involved and correct such breach of covenant by reasonable means. The costs of such correction of a breach of covenant shall be assessed against the Lot and Residence upon which such corrective work is done, and shall become a lien upon such Lot and Residence and the obligation of the Owner, and immediately due and payable.

B. Any Owner of a Lot affected by such a determination of the Directors to correct a breach of covenant pursuant to this Section may, within ten (10) days after the date of the mailing of the certified mail notice of such determination, appeal such determination to the membership by sending a Notice of Appeal to the President or Secretary of the Association, by registered or certified mail at the address of such officer as it appears on the records of the Association at the time of such mailing. No action shall be taken or authorized by the Association pursuant to any such determination until after ten (10) days have elapsed from the date the certified mail notice to the Owner of the Lot involved was mailed; and, if Notice of Appeal has not been received by the President or Secretary (or other officer, in the absence of the President or Secretary) within such ten (10)-day period, then the Association may take or authorize the taking of action pursuant to such determination; but if within such period such Notice of Appeal has been received, or if after such period but before the taking of such
action a Notice of Appeal is received which has been mailed within such ten (10)-
day period, then no action shall be taken pursuant to such determination until such
determination has been confirmed at a meeting of the Members by the affirmative
vote of Members entitled to exercise a majority of the voting power of the
Association, and if there be more than one class of membership, then by the
affirmative vote of Members entitled to exercise a majority of the voting power of
each class of membership, provided that written notice shall be given to all
Members at least thirty (30) days in advance of the date of such meeting, stating
that such determination and Notice of Appeal will be considered at such meeting.

Article VIII
Exterior Maintenance Assessment

Section 1. Involuntary Maintenance. In addition to the maintenance
upon the Common Areas, the Association may provide upon any Lot requiring
same, when necessary in the opinion of the Board of Directors of the Association
to preserve the beauty, quality and value of the neighborhood, maintenance,
including paint, repair, roof repair and replacement, gutters, downspouts, exterior
building surfaces, and yard clean-up and/or maintenance; provided, however that
ten (10) days written notice must first be given to the Owner of any such Lot(s)
of the need of such clean-up and/or maintenance. Any affected Owner shall have
the right to a hearing before the Board of Directors at which he may show cause
why such work should not be performed or the cost of the maintenance levied
against him. Any such notice shall describe the type of maintenance needed, the
work to be performed, or the problem to be remedied, including but not limited
to violations of the standards for new construction and upkeep set forth in Article
IV of this Declaration.

Section 2. Assessment of Cost. The cost of such maintenance shall
be assessed against the Lot(s) upon which such maintenance is performed, or, in
the opinion of the Board of Directors of the Association, benefiting from same.
The assessment shall be apportioned among the Lots involved in the manner
determined to be appropriate by the Board. If no allocation is made, the
assessment shall be uniformly assessed against all of the Lots in the affected area.
The exterior maintenance assessments shall not be considered a part of the annual
or special assessments. Any exterior maintenance assessment shall be a lien on the
Lot(s) and the personal obligation of the Owner and shall become due and payable
in all respects, together with interest, reasonable attorney's fees, and cost of
collection, as provided for the other assessments of the Association and shall have such priority as provided by Section 8, of Article VI, above.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours any day except Sunday.

Article IX
Common Area

Section 1. Use and Care of the Common Area. Developer hereby reserves, for itself, and for the benefit of all Owners and the Association, as the "Common Area," all of Lot 5, Block 3; Lot 5, Block 4; and Lot 8, Block 5. The Common Area may contain one or more signs identifying EVA2-CA, with appropriate lighting, sprinkling, shrubs, decorative or functional fences and/or walls and utility lines relating thereto. Except as hereafter provided to the contrary, no Owner shall have the right or be permitted to care for or maintain the Common Area; such right and obligation of care and maintenance being that of Developer until such time as twelve (12) of the fifteen (15) Lots have been transferred to individual Owners; whereupon such right and obligation of care and maintenance shall be that of the Association. Subsequent to the time the right and obligation of care and maintenance is transferred to the Association, if, in connection with the care and maintenance of the Common Area, any portion of any Lot is damaged, the Association shall be responsible for repairing such damage at the sole cost and expense of the Association. It is the intent of this Section that the Common Area is for the general benefit of the lot Owners.
Article X
General Provisions

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of seventy-five percent (75%) of the lots has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Owner(s) and/or the Association in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or any Owner and/or the Association in seeking such enforcement.

Section 2. Owner's Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Notices. Any notices required to be sent to any member of Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Owner at the time of such mailing.

Section 4. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
Section 5. Acceptance of Deed. Each grantee of any interest in any part of the Land or any improvement thereon, a Lot or Residence, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

Section 6. Non-Waiver of Covenants and Restrictions. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7. Rule Against Perpetuities. If any of the Covenants and Restrictions established hereby and/or contained in the Association’s Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of William Clinton, President of the United States, and of George Bush, former President of the United States, and of the initial directors of the AECC.

Section 8. Amendments. This Declaration may be amended only as follows:

A. During the Developer Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by the Developer for the purpose of withdrawing real property from the Land and/or from the provision of this Declaration.

B. During the Developer Control Period, this Declaration may be amended by Developer for any other purpose not inconsistent with the
development of EVA2-CA as a first class residential development by an instrument in writing signed by Developer.

C. During the Developer Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs A. or B. hereof, by an instrument in writing signed by Developer and a majority of the then Owners of record.

D. After the Developer Control Period, this Declaration may be amended by an instrument in writing signed by Owners owning not less than seventy-five (75%) of the Lots.

Each Owner hereby irrevocably appoints Developer as such Owner's attorney-in-fact to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with an interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for the record with the Natrona County Clerk.

Section 9. Non-liability of Developer. Neither Developer nor its directors, officers, shareholders, partners, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Owner, occupant of a Residence, or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of (a) any part of EVA2-CA being or becoming out of repair or continuing any patent or latent defects; (b) by reason of any act or neglect of any Owner, any occupant of a Residence, their respective agents, employees, guests, and invitees; (c) by reason of any neighboring property or personal property located on or about EVA2-CA; or (d) by reason of the maintenance or interruption of any utility service.

Section 10. Limitation of Liability. Each Owner covenants and agrees that no shareholder, partner, director or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the
performance and observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer, nor against any shareholder, director, officer, employee or agent of Developer, arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interest in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

Section 11. Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

Section 12. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

Section 13. Enforceability. The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each owner and Developer, and the Association, their successors or assigns, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of EVA2-CA and the protection of Developer and all the present and future Owners. The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

Section 14. Distribution of Copies. At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide to the Owner a copy of this Declaration together with all amendments, certificates and other writings executed, delivered and recorded in connection with and/or pursuant to the terms of this Declaration.
Section 15. Titles. The titles and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

Section 16. Subordination to Law. The covenants and restrictions set forth in this declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable Federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

Section 17. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Natrona County of Wyoming.

IN WITNESS WHEREOF, Elkhorn Limited Liability Company, a Wyoming Limited Liability Company, has executed this instrument at Casper, Wyoming, this 28th day of September, 1993.

ELKHORN LIMITED LIABILITY COMPANY,
a Wyoming Limited Liability Company

L & L INVESTMENTS, a Wyoming
General Partnership, Member

BY: Betty L. Luker, General
Partner

AND

BY: William B. Luker, General
Partner
The foregoing instrument was acknowledged before me by Betty J. Luker, this 27th day of September, 1993. Witness my hand and official seal. My commission expires: October 12, 1993.

ELINOR LONG - NOTARY PUBLIC

Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

Morris R. Massey, Trustee for
John S. Miracle, Member

Morris R. Massey, Trustee for
Mark R. Miracle, Member

Robert W. Miracle, Member

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STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by William B. Luker, this 01 day of September, 1993. Witness my hand and official seal. My commission expires: October 1994.

[Signature]

Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Morris R. Massey, Trustee for John S. Miracle this 23 day of September, 1993. Witness my hand and official seal. My commission expires: July 11, 1995.

[Signature]

Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Morris R. Massey, Trustee for Mark R. Miracle this 28 day of September, 1993. Witness my hand and official seal. My commission expires: July 11, 1995.

[Signature]

Notary Public
STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Robert W. Miracle this 27th day of September, 1993. Witness my hand and official seal.

My commission expires: 11-12-1994

ELWIN LONG • NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Oct 13, 1994

Notary Public
SUBSTITUTED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

For Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2
and
For Block 19, Eastgate III Addition

By Declaration of Covenants, Conditions and Restrictions dated September 28, 1993, recorded in the office of the County Clerk, Natrona County, State of Wyoming, on September 28, 1993, as Reception #531356, Elkhorn Limited Liability Company, a Wyoming limited liability company ("Developer"), established certain covenants, conditions and restrictions applicable to Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2 to the City of Casper. Contemporaneously therewith, by Declaration of Covenants, Conditions and Restrictions also dated September 28, 1993, recorded in the office of the County Clerk, Natrona County, State of Wyoming, on September 28, 1993, as Reception #531357, Developer established certain covenants, conditions and restrictions applicable to Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2 to the City of Casper.

NOW, THEREFORE, Developer, as the owner in fee simple of Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2 to the City of Casper, and as the owner in fee simple of Block 19, Eastgate III Addition to the City of Casper, hereby declares that, with the exception of the specifications for dwelling quality and size set forth below, the covenants, conditions and re-
Restrictions established as aforesaid for Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2 to the City of Casper, are applicable to Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2 to the City of Casper and to Block 19, Eastgate III Addition to the City of Casper, as if applicable to all of said real property and each part thereof initially, hereby cancelling and superseding the aforesaid Declaration of Covenants, Conditions and Restrictions established for Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2 to the City of Casper under date of September 28, 1993.

Dwelling Quality and Size. No building or structure shall be erected, placed, or be permitted to remain upon any lot in Blocks 3, 4, & 5, Elkhorn Valley Addition No. 2 or in Block 19, Eastgate III Addition other than one private, single family one story only above ground dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached two or three car garage. If a detached garage is erected, it must be joined to the dwelling by a breezeway or enclosure. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of fourteen hundred (1,400) square feet. It is understood that these minimum area requirements shall be determined by measurement of the exterior framing division of the living quarters only and are exclusive of basement areas.

This Substituted Declaration of Covenants, Conditions and Restrictions shall become effective upon its recordation in the office of the County Clerk of Natrona County, State of Wyoming.
IN WITNESS WHEREOF, Elkhorn Limited Liability Company, a Wyoming limited liability company, has executed this instrument at Casper, Wyoming, this 31st day of March, 1994.

ELKHORN LIMITED LIABILITY COMPANY, a Wyoming limited liability company:

L & L INVESTMENTS, a Wyoming general partnership, Member

By: Betty J. Luker, General Partner

AND

By: William B. Luker, General Partner

Morris R. Massey, Trustee for John S. Miracle, Member

Morris R. Massey, Trustee for Mark R. Miracle, Member

Robert W. Miracle, Member
STATE OF WYOMING  
COUNTY OF NATRONA 

The foregoing instrument was acknowledged before me by Betty J. Luker, General Partner of L & L Investments, this 31st day of March 1994.

Witness my hand and official seal.

ELINOR LONG - NOTARY PUBLIC  
County of Natrona  
State of Wyoming  

My Commission Expires:
Oct 13, 1994

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STATE OF WYOMING  
COUNTY OF NATRONA 

The foregoing instrument was acknowledged before me by William B. Luker, General Partner of L & L Investments, this 31st day of March 1994.

Witness my hand and official seal.

ELINOR LONG - NOTARY PUBLIC  
County of Natrona  
State of Wyoming  

My Commission Expires:
Oct 13, 1994
STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Morris R. Massey, Trustee for John S. Miracle, this 31st day of March, 1994.

Witness my hand and official seal.

KAREN X. COLEMAN - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Sept. 26, 1996

Notary Public

My Commission Expires:

7-16-76

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Morris R. Massey, Trustee for Mark R. Miracle, this 31st day of March, 1994.

Witness my hand and official seal.

KAREN X. COLEMAN - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires Sept. 26, 1996

Notary Public

My Commission Expires:

7-16-76
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Robert W. Miracle this 11th day of March, 1994.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:
7-23-96
AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

WHEREAS, Elkhorn Limited Liability Company, a Wyoming limited liability company, hereinafter called "Developer," is the owner in fee simple of certain real property located in Natrona County, Wyoming known as Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2, Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2, Block 8, Elkhorn Valley Addition No. 3, Blocks 4 & 5, Elkhorn Valley Addition No. 4, and Block 19, Eastgate III Addition (hereinafter referred to as "Elkhorn Valley Additions");

WHEREAS, a Declaration of Covenants, Conditions and Restrictions dated September 28, 1993 was recorded in the office of the County Clerk, Natrona County, State of Wyoming, as Reception #531356 and certain covenants, conditions and restrictions were made applicable to Blocks 1, 2, 6 and 7 of Elkhorn Valley Addition No. 2 to the City of Casper;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions dated September 28, 1993 was recorded in the office of the County Clerk, Natrona County, State of Wyoming, as Reception #531357 and certain covenants, conditions and restrictions were made applicable to Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2 to the City of Casper;

WHEREAS, a Substituted Declaration of Covenants, Conditions and Restrictions dated March 31, 1994 was recorded in the office of the County Clerk, Natrona County, State of Wyoming on May 19, 1994, as Reception #543653, which revoked the previous Declaration of Covenants and made the Covenants on file for Blocks 1, 2, 6 and 7 of Elkhorn Valley Addition No. 2 to the City of Casper applicable to Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2 and Block 19, Eastgate III Addition to the City of Casper;

WHEREAS, Section 8 of the General Provisions of the Declaration of Covenants which cover Blocks 1, 2, 6 and 7, Elkhorn Valley Addition No. 2 to the City of Casper and which were made applicable to Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2 and Block 19, Eastgate III Addition to the City of Casper by the Substituted Declaration of Covenants on file with the County Clerk of Natrona County as Reception #543653 provides for Amendments to the Declaration of the Covenants.

WHEREAS, this Section 8 allows for Amendments to be made to the existing Declaration of Covenants during the Developer Control Period for any purpose not inconsistent with the
development of EVA2 as a first class residential community by a written amendment signed by the Developer.

WHEREAS, Article 1, Section 9 of the Declaration of Covenants on file for Blocks 1, 2, 6 and 7, Elkhorn Valley Addition No. 2 to the City of Casper defines the "Developer Control Period" as that period of time which exists until the last Lot in EVA2 has been transferred from Developer.

WHEREAS, there are several unsold Lots in the property described in the Covenants to Blocks 1, 2, 6 and 7, Elkhorn Valley Addition No. 2 as EVA2, and thus, the "Developer Control Period" is still in effect;

WHEREAS, Developer believes an Amended and Restated Declaration of Covenants covering the property heretofore described as the "Elkhorn Valley Additions" will be in the best interests of the subdivisions and is not inconsistent with the development of EVA2 as a first class residential community;

WHEREAS, Section 3 of the Declaration of Covenants on file for Blocks 1, 2, 6 and 7, Elkhorn Valley Addition No. 2 and which were made applicable to Blocks 3, 4 and 5, Elkhorn Valley Addition No. 2, allows the Developer to add additional land to the coverage thereof provided that the land be contiguous and platted single family residential lots with appurtenant and related common areas;

WHEREAS, Blocks 4 and 5, Elkhorn Valley Addition No. 4 and Block 8, Elkhorn Valley Addition No. 3 are contiguous to the parcels covered by the Declaration of Covenants, and;

WHEREAS, Developer is the owner in fee simple of the Blocks 4 and 5, Elkhorn Valley Addition No. 4 and Block 8, Elkhorn Valley Addition No. 3, and Developer, as owner unanimously consents to coverage of Blocks 4 and 5, Elkhorn Valley Addition No. 4 and Block 8, Elkhorn Valley Addition No. 3 by these Declaration of Covenants;

NOW THEREFORE, Developer, as having the right under Section 8 of the General Provisions to make amendments to the Declaration of Covenants and as having the right under Section 3 to add additional land, hereby revokes all previous Declaration of Covenants as previously described and Amends and substitutes therefor the following:

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivisions previously identified as the "Elkhorn Valley Additions", and in order to ensure the use and development of the property which is to be zoned for R-2 residential estate purposes only, Developer hereby declares that all of the real property described above and each part thereof, with additions as set forth herein, shall be held, sold, and conveyed subject to the following
easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Association" shall mean EVA2 Homeowners’ Association, Inc., a Wyoming nonprofit corporation, organized by Developer for the administration of and enforcement of this Declaration.

Section 2. "Association Expenses" shall mean all costs, fees and charges incurred by the Association in carrying out its powers, duties, obligations and authority, including, but not limited to, the following:

(a) Any cost of correcting any breach of covenant, to the extent the Association fails to obtain reimbursement from the Owner thereof;

(b) Any cost of prosecuting or defending any civil action relating to these Covenants and Restrictions, relating to a breach of covenant or the enforcement thereof, or relating to the indemnification of the directors and officers of the Association therefor, including but not limited to reasonable attorney’s fees and court costs; and

(c) Any costs associated with maintenance and development of a Common Area or Lot purchased by the Association pursuant to Article VI, Section 7.

Section 3. "Board of Directors" shall mean the Board of Directors of the Association.

Section 4. "Common Area" shall refer to those portions of the Elkhorn Valley Additions not constituting a Lot.

Section 5. "Covenants and Restrictions" shall mean the covenants, restrictions, obligations, easements, reservations, conditions, limitations, agreements and rights set forth in this Declaration.

Section 6. "Declaration" shall mean this instrument, as the same is from time to time amended as hereinafter provided.
Section 7. "Developer" shall mean Elkhorn Limited Liability Company, a Wyoming limited liability company, its successors and assigns, if any such successor or assignee acquires and undeveloped portion of Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2, Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2, Blocks 4 & 5, Elkhorn Valley Addition No. 4, Block 8, Elkhorn Valley Addition No. 3 or Block 19, Eastgate III Addition from Developer for the purpose of Development.

Section 8. "Developer Control Period" shall mean the period commencing from the date hereof and ending on the date that the last Lot has been transferred from Developer to another Owner in the entire development known as the Elkhorn Valley Additions, including any additions thereto as provided in Article II, Section 3.

Section 9. "Elkhorn Valley Additions" shall mean and refer to all such existing properties, and additions thereto, as are subject to this declaration and any supplemental declaration, or declarations, under the provisions of Article II hereof, and shall include the real property described in said Article II, Section 1.

Section 10. "Land" shall mean the real estate from time to time subject to the provisions of this Declaration. The Land shall consist of only that land described as Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2, Blocks 3, 4 & 5, Elkhorn Valley Addition No. 2, Block 8, Elkhorn Valley Addition No. 3, Blocks 4 & 5, Elkhorn Valley Addition No. 4 and Block 19, Eastgate III Addition, with additions thereto, as provided in Article II, Section 3.

Section 11. "Lot" shall mean and refer to any lot or other tract of land in Elkhorn Valley Additions, shown on the recorded plats of Elkhorn Valley Addition No. 2, Elkhorn Valley Addition No. 3, Elkhorn Valley Addition No. 4, and Block 19, Eastgate III Addition, and any addition thereto under Article II, Section 3, on which a residential structure could be constructed, whether or not one has been constructed, together with any and all improvements therein.

Section 12. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, easements of ingress and egress, drainage, easements, water retention easements, utility easements, parks, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 13. "Official Approval" shall mean (a) the written approval of the Developer during the Developer Control Period, or (b) of the Association after the Developer Control Period.
Section 14. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part to the subdivisions, including the Developer, and including contract sellers, but not including contract purchasers.

Section 15. "Plat" shall mean the drawing describing the Land and the easements encumbering the Land and appurtenant to the Land, as received and recorded as instrument numbers 530388, 545997, 557545, 545994 in the public records of Natrona County, Wyoming.

Section 16. "Residences" shall mean the single family dwellings from time to time constructed upon any Lot.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this declaration, is located in Natrona County, Wyoming, and comprises all of the lots, tracts, and easements shown and/or platted within or upon the property legally described as follows:

Elkhorn Valley Addition No. 2 - Blocks 1, 2, 6 & 7, according to the plat thereof, as received and recorded on September 7, 1993 as instrument No 530388 in the public records of Natrona County, Wyoming.

Elkhorn Valley Addition No. 2 - Blocks 3, 4 & 5, according to the plat thereof, as received and recorded on September 7, 1993 as instrument No 545997 in the public records of Natrona County, Wyoming.

Elkhorn Valley Addition No. 3 - Block 8

Elkhorn Valley Addition No. 4 - Blocks 4 & 5, according to the plat thereof, as received and recorded as instrument No. 557545 in the public records of Natrona County, Wyoming.

Eastgate III Addition - Block 19, according to the plat thereof, as received and recorded as instrument No. 545994 in the public records of Natrona County, Wyoming.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat any and all parts of the property, and to file
subdivision restrictions and/or amendments thereto with respect to any undeveloped portion, or portions of, or additions to, Elkhorn Valley Addition No. 2, Blocks 1, 2, 6 & 7, Elkhorn Valley Addition No. 2, Blocks 3, 4 & 5, Elkhorn Valley Addition No. 3, Block 8, Elkhorn Valley Addition No. 4, Blocks 4 & 5 and Eastgate III Addition, Block 19.

Section 3. Additional Land. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands, provided only that (a) any portions of the additional land from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portions of such additional land shall, at the time of the addition to the scheme of this Declaration, be platted single family residential lots and appurtenant and related common areas, and (c) upon addition of the additional land to the scheme of this Declaration, the Owners of the property therein shall unanimously agree hereto and shall be and become subject to this Declaration, and shall have all privileges and obligations set forth in this Declaration. The addition at any time or from time to time of all or any portions of the additions and to the scheme of this Declaration shall be made in evidence by filing in the public records of Natrona County, Wyoming, a supplementary declaration with respect to that portion of the additional land to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of any Owners and/or mortgagee of land in the Elkhorn Valley Additions. Such additional lands may be subject to a pre-existing Declaration of covenants, conditions and restrictions which will not be superseded by Article IV, Section 2 of this Declaration to the extent such pre-existing Declaration is more restrictive than the terms of Article IV, Section 2 of this Declaration. Any additional land shall be subject to control by the Association as set forth in Article III herein. Any provisions in a pre-existing Declaration for additional land other than those concerning the subject matter of Article IV, Section 2, as set forth above will, if inconsistent with the provisions of this Declaration, be superseded by the provisions of this Declaration upon addition of the additional land to the scheme of this Declaration.

ARTICLE III

Architectural and Environmental Control - To Preserve the Beauty, Quality and Value of the Neighborhood

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon
any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. The architectural review and control functions shall be administered and performed by the Association as set forth below. If the Association fails to take action within forty-five (45) days after plans for such work have been submitted, then all such submitted plans should be deemed to be approved, so long as improvements comply with the restrictive covenants herein set forth as minimum restrictions.

Section 2. Architectural and Environmental Control. Architectural and environmental control shall be performed by the Association as that term is defined in Article I, Section 1 above. Any and all decisions regarding architectural and environmental control shall be vested in the directors of the Association.

Section 3. Powers and Duties of the Association with Regard to Architectural and Environmental Control. The Association shall have the following powers and duties:

A. To require submission to the Association of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in the Elkhorn Valley Additions.

B. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in the Elkhorn Valley Additions, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

C. To authorize variances to the covenants herein contained where circumstances, such as typography, property lines, location of trees, vegetation, or other physical interference requires, and such variances are reasonably consistent with the overall objectives of enhancing and protecting the value and desirability of the Lots subject hereto.

D. To accept submission of preliminary designs of improvements to the Association for informal review. The Association shall not be committed or bound by any informal review until complete design plans are submitted and approved or
disapproved but shall endeavor where practical to suggest such changes or alterations which may be required prior to final approval.

E. To approve or disapprove, in the interest of insuring quality construction of residences and structures within the Elkhorn Valley Additions, contractors or subcontractors proposing to construct improvements upon any Lot. Such approval or disapproval shall be based upon factors including but not limited to the contractor or subcontractor's previous experience or lack thereof, previous performance, and financial resources. Any disapproval of a contractor or subcontractor shall be by unanimous vote of the directors of the Association.

Section 4. Plans. The Association shall disapprove any plans which are not sufficient for them to exercise the judgment required by these covenants.

Section 5. Association Not Liable. The Association shall not be liable in damages to any person or association submitting any plans for approval, or to any contractor or subcontractor proposing to make any improvements in the Elkhorn Valley Additions, or to any owner or owners of lands within the subdivisions by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans or improvements. Any person or association acquiring the title to property in the subdivisions, or any person or association submitting plans to the Association for approval, or to any contractor or subcontractor proposing to make any improvements in Elkhorn Valley Additions, by so doing does agree and covenant that he, she or it will not bring an action or suit to recover damages against the Association, its directors or officers as individuals, advisors, employees, agents, or the Developer, their successors and/or assigns.

ARTICLE IV

Use Restrictions.

Section 1. Residential Use. The property subject to these covenants and restrictions shall be used for single family residential living units and for no other purpose. Construction of a Residence shall be commenced by or on behalf of an Owner within one year after the date upon which an Owner acquires a Lot, and commencement of construction shall be deemed to have occurred upon the issuance of a building permit from the appropriate permitting authorities within the city of Casper and/or county of Natrona. Completion of construction of a Residence shall occur on or before the expiration of one year from the date of issuance of such a building permit; completion of construction shall be evidenced by the issuance of a certificate of occupancy from the appropriate certifying authorities in the city of Casper and/or county of
Section 2. Dwelling Quality and Size for Blocks 1, 2, 6 & 7 of Elkhorn Valley Addition, No. 2 and Block 8 of Elkhorn Valley Addition No. 3. No building or structure shall be erected, placed, or be permitted to remain upon any Lot other than one private, single family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage. If a detached garage is erected, it must be joined to the dwelling by a breezeway or enclosure. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of fourteen hundred (1,400) square feet; except that where the principal dwelling is a one and one half or two story home, the total living area on the ground floor shall be not less than eleven hundred (1,100) square feet. It is understood that these minimum area requirements shall be determined by measurement of the exterior framing division of the living quarters only and are exclusive of basement areas.

Exterior colors and exterior construction materials of all dwellings must be approved in advance, in writing, by the Association. Unless otherwise approved, a dwelling must have no less than twenty-five percent (25%) of the exterior surface covered with appropriate masonry, exclusive of fireplaces. Roofing must be shake shingles, woodroof (or equivalent product) clay tile, or timberline asphalt (or equivalent weight and grade product) shingles. Specifically no t-lock or three tab shingles will be permissible.
No structure shall be located on any Lot in such a manner as shall not meet the minimum city of Casper setback, front and side yard requirements. No structure shall be located on any interior Lot nearer than twenty (20) feet of the rear Lot line nor closer than ten (10) feet to the side yard Lot line. For purposes hereof, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to be closer than ten (10) feet to the side yard Lot or to encroach upon another Lot. All construction shall be new, and no used building shall be moved from outside and placed on any such Lot.

An engineered foundation and a perimeter drain system sufficient to satisfy the engineer of the city of Casper will be required for each home to be built.

Section 3. Dwelling Quality and Size for Blocks 3, 4 & 5, Elkhorn Valley Addition, No. 2, Blocks 4 & 5 of Elkhorn Valley Addition No. 4, and Block 19, Eastgate III Addition. No building or structure shall be erected, placed, or be permitted to remain upon any Lot in these Lots other than one private, single family one story only above ground dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage. If a detached garage is erected, it must be joined to the dwelling by a breezeway or enclosure. The principal dwelling shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces and garages of fourteen hundred (1,400) square feet. It is understood that these minimum area requirements shall be determined by measurement of the exterior framing division of the living quarters only and are exclusive of basement areas.

Section 4. No Temporary Building. No tents, trailers, vans, campers, or any other structure of a temporary or mobile nature, shall be used on any Lot as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction of improvements thereon, no house trailer, camper-trailer, mobile home, boat, snowmobile or trailer therefor, tent, shack or any other structure mobile in character or of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any Lot.

Section 5. Antennae. No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.
Section 6. Trees. No tree or shrub, the trunk of which exceeds two and one-half (2 1/2) inches in diameter, shall be cut down or otherwise destroyed without prior express written consent of the Association.

Section 7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Association.

Section 8. Landscaping Generally. No xeric landscaping, desert landscaping, gravel, asphalt or the like will be permitted on any Lot in these subdivisions. A basic landscaping plan for each home must be submitted to and approved by the Association. Sodding or hydroseeding will be required on all front and side yards. Seeding and/or spripping shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. Sodding and/or seeding as required and placement of a minimum of six (6) two and one-half inch trunk diameter or larger trees and shrubbery of appropriate character and type, must be completed within one year from and after the construction of improvements upon any Lot is commenced. The lawn and any shrub, tree, or flowers will be no closer than two (2) feet from the foundation of the structure located on the Lot. The slope away from the foundation of the structure located on the Lot will be no less than three (3) degrees for the first ten (10) feet from the foundation on all sides.

Section 9. Boats and Motor Vehicles. No vehicle of a size larger than the now standard American manufactured car or 3/4 ton pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for recreation, sport, commerce, or industry, such as motor homes, boats, trucks, campers, recreation vehicles (RV's), house trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or any other ways of access or to any such Lot or Lots for any substantially continuous period of more than twenty-four (24) hours. Vehicles which are not in running condition or are in a state of disrepair shall not be parked anywhere on the Lot or on any street for a period of more than twenty-four (24) hours at any one time or as a repeated manner of practice.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The
easement areas of each Lot and all improvements in it shall be
construed to prevent an Owner from constructing a fence as provided
elsewhere herein. In addition, each Owner shall allow the
Association and its agents and employees access across and upon the
Lot of the Owner for purposes consistent with this Declaration. In
the event that one Lot and a portion of one or more adjoining Lots
are developed as a home-site (a "Multi-Lot site"), as covered in
"Section 1. Residential Use," any drainage and utility easements
formerly platted within the new side boundaries of the Multi-Lot
site, shall be considered abandoned, and a replacement drainage and
utility easement established along the new side boundaries of the
Multi-Lot site. The intent of this Section is to provide new side
yard drainage and utility easements for each home built on a Multi-
Lot site. Each Multi-Lot site Owner hereby agrees to sign any and
all further documents necessary to evidence the abandonment of the
previous easements and the establishment of the new drainage and
utility easements.

Section 11. Clothes Drying Area. No portion of any Lot
or Common Area shall be used as a drying or hanging area for
laundry of any kind, it being the intention hereof that all such
facilities shall be provided within the building to be constructed
on a Lot.

Section 12. Animals. No animals, livestock, or poultry
of any kind shall be raised, bred or kept on any such Lot or upon
the Common Areas except that no more than three (3) household pets
may be kept provided that they are not kept, bred or maintained for
any commercial purposes. No animal shall be allowed to run loose
at any time. Animals may be exercised under the provisions and
restrictions of the city of Casper ordinances 6-90 and 21-84 as
same are presently promulgated for City Parks or as same may be
amended in the future.

Section 13. Rubbish, Trash and Garbage. No rubbish,
trash, garage or other waste materials shall be kept or permitted
on any Lot or Common Area, except in sanitary containers located in
appropriate areas concealed from public view. Each residence in
the Elkhorn Valley Additions shall have an electric garbage
disposal installed in the kitchen sink and shall have suitable
garbage containers for trash and rubbish and if the container is
outside the residence or garage, it must be an underground
container of thirty-five gallon capacity or more. Such underground
container shall be mechanically adequate for the purposes thereof
and shall be located where the same will not be subject to
vehicular damage and shall not be located immediately adjacent to
any driveway. Any garbage container may be placed at the curb for
garbage pick-up but cannot remain at the curb in excess of twenty-
four (24) hours.
Section 14. Street Access and Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sign line limitation shall apply on any Lot within ten (10) feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such a distance to such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15. Fences. Yard fences, if any, must be constructed along the rear and side Lot line and may extend on the side Lot lines only from the rear of any Lot along the Lot boundary lines to a point on the Lot line that right angles with the rear corner of the house or a point fifty (50) feet front he front Lot line whichever is lesser provided no part of any such fence shall be forward of the front corners of any such house and there shall be no front yard fencing of any type or style. The fenced portion must include utility easements. Where a house is situated on a corner Lot, there shall be no fencing which extends or is situated beyond a line, parallel with either street, extended from the corner of the house nearest the street to the back Lot line, as shown in the diagram below:
An exception may be made for small unobtrusive portions of aesthetically pleasing fencing in the front of a Lot in connection with a total landscaping plan. Any such exception shall be approved by the Association pursuant to Article III, Section 3C of this Declaration.

Section 16. Nuisances. No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, visual or otherwise shall be conducted on Lots nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the subdivisions.

Section 17. Signs. No sign of any kind, on any Lot, shall be displayed in public view except one professional sign of not more than one (1) square foot, and one sign of not more than twelve (12) square feet advertising the property for sale or rent by owner, or larger signs used by developer, or Realtor to advertise the property during the construction and sales periods. The size and designs of all signs shall be subject to approval by the Association.

Section 18. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 19. Necessary Exception for Development. In order that the subdivisions be established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, Developer's transferees, or the employees, contractors or subcontractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the subdivisions as a residential community, and the disposition of Lots by sale, lease or otherwise.

Section 20. Permitted Sales to Resellers. No person may become an Owner of one or more Lots for purpose of reselling the same except upon compliance with this Section. Any such purchaser must have an organized sales staff, appropriate license with the Wyoming Real Estate Commission or other appropriate licensing body, having facilities located within the city of Casper and having an organized program designed to assure the efficient and expedient reselling of Lots. Such resellers must have sufficient capital and
resources to effect purchases as shall be determined by the
Association. All questions regarding qualifications of a reseller
shall be determined by the Association in its sole discretion. Any
qualified reseller shall be permitted to establish one model home
upon one Lot for the purpose of display to prospective purchasers.
In all events, any model home established shall be converted to a
Residence and shall be occupied as such by and Owner no more than
twelve (12) months following completion of construction thereof.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is
a record fee simple Owner of a Lot, including the Developer, at all
times so long as it owns all or any part of the property subject to
this declaration, shall be a member of the Association. Membership
shall be appurtenant to, and may not be separated from Ownership of
any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall
have two classes of voting membership:

CLASS A

Class A members shall be all Owners with the exception of
the Developer and shall be entitled to one vote for each Lot owned.
When more than one person holds an interest in any Lot, all such
persons shall be members. The vote for each Lot shall be exercised
as they among themselves determine, but in no event shall more than
one vote be cast with respect to any Lot, and no vote shall be
registered unless the co-owners unanimously consent thereto.

CLASS B

The Class B member shall be Developer, its successors and
assigns. All directors of the Association shall be elected by the
Class B member. The Class B member shall have as many votes on
other matters as there are Lots in the Elkhorn Valley Additions,
regardless of ownership of the Lots. The Class B membership shall
cease and all voting rights shall revert proportionately to the
Class A members on the happening of either of the following events,
whichever occurs earlier:

(a) Upon termination of the Developer Control Period; or
(b) On or before September 1, 2018

Section 3. Suspension of Voting Rights. No Class A
member shall have any voting rights while such Class A member shall
be delinquent in the payment of any assessment established by the
Association pursuant hereto.
Section 4. By-Laws. Each Lot Owner agrees to abide by the By-Laws of the Association as the same may be amended from time to time. In the event of conflict between the provisions of the By-Laws and the provisions of this Declaration, the provisions of this Declaration shall prevail. To the extent permitted by law, violations of the By-Laws shall be in violation hereof and actions for compliance shall be enforceable in the same fashion as actions brought for compliance with this Declaration. The Directors of the Association shall provide copies of the By-Laws to each Owner upon request.

ARTICLE VI

Association Assessments

Section 1. Assessments. Each Owner (other than Developer, except as specifically set forth in Section 2 hereof) by acceptance of a deed to a Lot, hereby agrees to pay to the Association: (a) the initial assessment of $120.00 as set forth in Section 2A below, (b) the annual assessments levied by the Association, and (c) such special assessments which may be levied by the Association as hereinafter provided. The annual assessments and special assessments may be used to pay the Association Expenses. In addition, the annual assessments may be used to fund reasonable reserves which may be required to pay future Association Expenses.

Section 2. Payment of Assessments.

A. The initial one-time assessment shall be One Hundred Twenty Dollars ($120.00) per Lot payable at the time an Owner first acquires a Lot from the Developer without there having been an intervening Owner and there otherwise shall have been no prior payment of the initial assessment with respect to such Lot. The assessment shall be due and payable thirty (30) days after the Association submits a billing for the same to the Owner. The Board of Directors shall annually establish a budget setting forth the estimate by the Board of Directors of the Association Expenses for the following year. An annual assessment shall not exceed the estimate of the Association Expenses for the following year, together with a reasonable addition to the reserves of the Association. Each Owner (other than Developer) shall be responsible for and shall pay, for each Lot such Owner owns, that portion of the annual assessment equal to the total annual assessment divided by the number of Lots within the Elkhorn Valley Additions, exclusive of any Lots owned by the Developer.

B. Developer shall have no obligation to pay annual or special assessments provided for herein upon the Lots which it owns. In lieu of Developer paying any annual assessment, Developer shall make a one time contribution toward Association reserves of
One Thousand Two Hundred Dollars ($1,200.00) on or before December 31, 1993.

Section 3. Special Assessment. The Association shall have the right, by action of its Board of Directors, from time to time, to levy special assessments to pay any Association Expense which is extraordinary and nonrecurring. Each Owner (other than Developer) shall be responsible for and shall pay, for each Lot such Owner owns, that portion of the special assessment equal to the total special assessment divided by the number of Lots within the Elkhorn Valley Additions, exclusive of any Lots owned by the Developer.

Section 4. Interest. Delinquent assessments shall bear interest at such interest rates as are from time to time established by the Association (which interest shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the State of Wyoming then in effect). The Association shall have the right to establish a late charge for delinquent payments in addition to interest charges.

Section 5. Abandonment. No Owner shall be exempt from liability for such Owner’s share of the Association assessments by the abandonment of the Owner’s Lot.

Section 6. Lien of Association. The Association shall have a lien upon the estate or interest in any Lot (except as owned by Developer) and the Residence thereon for the payment of the assessments chargeable against such Lot which remain unpaid for thirty (30) days after the same have become due and payable, together with the interest and late charges assessed in accordance with Section 4 hereof. The lien shall take effect and relate back to the date of recording this Declaration. A certificate evidencing the lien, signed by an authorized officer for the Association may be filed with the County Clerk, Natrona County, Wyoming, pursuant to the authority given by the Board of Directors. Such certificate shall contain a description of the Lot and the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the assessments. Such statement of lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Lot shall be personally liable for the assessments chargeable to the Lot for the period of such Owner’s ownership of the Lot. No portion of the Land which does not consist of a Lot shall be subject to a lien for Association assessments.
Section 7. Priority of Association’s Lien. The lien provided for in this Article VI for Association assessments shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments, and such lien may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association or by an authorized officer of the Association pursuant to the authority given to such officer by the Board of Directors. In any such foreclosure action, the Owner or Owners of the Lot shall be required to pay a reasonable rental for the Lot and Residence during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association, or its agent, duly authorized by action of the Board of Directors, shall be entitled to become a purchaser at the foreclosure sale.

Section 8. Dispute as to Association Assessments. Any Owner who believes that the portion of Association assessments levied with respect to such Owner’s Lot, for which a certificate of lien has been filed by the Association, has been improperly charged against such Lot may bring an action in the District Court in and for Natrona County, Wyoming, for declaring judgment as to such imprropriety and for the discharge of such lien. In any such action, if it is finally determined that such portion of the Association assessments has been improperly charged, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of such lien.

Section 9. Non-Liability for Past Due Association Expenses. If the holder of a first mortgage of record or other purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, or if the mortgagee accepts a deed in lieu of foreclosure, then such acquirer of title, its successors and assigns, shall not be liable for the share of Association assessments levied with respect to such Lot which became due prior to the acquisition of title to same by such acquirer, except that such unpaid share of Association assessments shall be deemed to be Association Expenses collectible from all Owners, including that of such acquirer, its successors and assigns.

Section 10. Liability Upon Voluntary Conveyance. In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor thereof for all unpaid Association assessments levied with respect to the Lot up to the time of the grant or conveyance, without prejudice to the grantor’s right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors setting forth the amount of all unpaid Association assessments levied with respect to the Lot, including interest and late charges, and such grantee shall not be liable for nor shall the Lot conveyed by subject to a lien for any
unpaid Association assessments in excess of the amount set forth in such statement for the period reflected in such statement. As used in this Section, "grantor" shall include a decedent and "grantee" shall include a devisee or intestate heir of said decedent.

Section 11. Rights for First Mortgagees. Any first mortgagee of any Lot shall have the right to notify the Association in writing that such mortgagee desires to receive notice from the Association of any delinquency in the payment of the Owner of a Lot which is encumbered by the mortgage held by that mortgagee and upon such written request, the Association shall notify the first mortgagee if and to the extent that such Owner is more than ninety (90) days delinquent in the payment of Association assessments.

Section 12. Disproportionate Assessments. Should any assessment be necessitated by virtue of the activities of a single Owner or group of Owners, whether through negligence or intentional disregard of the requirements of this Declaration, such assessment may be levied disproportionately against such Owner or Owners in proportion to the degree of responsibility such Owner or Owners bear to the expense necessitating such assessment as the directors in their discretion may determine.

Section 13. Cessation of Service for Delinquency. No Owner who shall be delinquent in the payment of any assessment shall be entitled to services provided by the Association, and the directors of the Association may withhold maintenance or other services from such delinquent Owner to the extent it shall not damage any other Owner of a Lot.

ARTICLE VII

Breach of Covenant

Section 1. Correction by Association of Breach of Covenant.

A. If the Board of Directors of the Association, after giving reasonable notice to the Owner of the Lot involved and reasonable opportunity for such Owner to be heard, determines by the affirmative vote of two-thirds (2/3) of the authorized number of Directors that a breach of any protective covenant has occurred and that it is necessary in order to prevent material deterioration of neighborhood property values that the Association correct such breach, then after giving such Owner notice of such determination by certified mail, the Association, through its duly authorized agents or employees shall enter upon the Lot involved and correct such breach of covenant by reasonable means. The costs of such correction of a breach of covenant shall be assessed against the Lot upon which such corrective work is done, and shall become a lien upon such Lot and the obligation of the Owner, and immediately due and payable.
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).

ARTICLE VII

General Provisions

Section 1. Duration, Covenants, Restrictions and Remedies

The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Association, their successors and assigns and their respective legal representatives.

The developer, the Association, and their successors and assigns shall have the right to file suit to enforce any of the covenants and restrictions contained in this Declaration and to the extent permitted by law, to recover the costs and expenses of enforcing any of the covenants and restrictions contained in this Declaration.

Any Owner of any lot affected by such a determination may appeal to the Board of Review within ten (10) days after the date of such determination by sending a Notice of Appeal to the Board of Review in writing.

If such determination is appealed, the Board of Review shall determine within ten (10) days after the date of such determination whether the appeal shall be heard by the Board of Review or whether such determination shall be heard by the Board of Review.

The Board of Review shall give the Developer and/or the Association written notice of such determination within ten (10) days after the date of such determination.

The Board of Review shall be comprised of three (3) members appointed by the Board of Review, and the Developer and/or the Association shall have the right to designate one (1) member of the Board of Review.

The Board of Review shall have the power to determine whether any of the covenants and restrictions contained in this Declaration shall be void or invalid and to make such determination in such manner as it shall determine.
litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorney’s fees incurred by Developer and/or any Owner and/or the Association in seeking such enforcement.

Section 2. Owner’s Obligation to Maintain and Repair. Each Owner shall, at his sole cost and expense, maintain and repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3. Notices. Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Owner at the time of such mailing.

Section 4. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Acceptance of Deed. Each grantee of any interest in any part of the Land or any improvement thereon, a Lot or Residence, by the acceptance of a deed or other instrument of conveyance, accepts the same subject to all Covenants and Restrictions created, granted, reserved or permitted by the terms of this Declaration, and all conditions, restrictions and easements of record. The Covenants and Restrictions shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Land, or any improvements thereon, and shall inure to the benefit of Developer and each Owner as though the provisions hereof were recited and stipulated at length in each and every deed of conveyance.

Section 6. Non-Waiver of Covenants and Restrictions. No term, covenant, restriction, condition, obligation or provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 7. Rule Against Perpetuities. If any of the Covenants and Restrictions established hereby and/or contained in the Association’s Code of Regulations shall be unlawful or void for violation of the rule against perpetuities or some analogous statutory provision, the rule restricting restraints on alienation, or any other statutory or common law rule imposing time limits, then such provision shall continue only one (1) day prior to the end of the twenty-first (21st) year after the death of the survivor of the now living descendants of William Clinton, President of the
United States, and of George Bush, former President of the United States, and of the initial directors of the Association.

Section 8. Amendments. This Declaration may be amended only as follows:

A. During the Developer Control Period, this Declaration may be amended by Developer for the purpose of adding real property to the Land and subjecting such additional real property to the provisions of this Declaration by an instrument in writing signed by the Developer for the purpose of withdrawing real property from the Land and/or from the provision of this Declaration.

B. During the Developer Control Period, this Declaration may be amended by Developer for any other purpose not inconsistent with the development of Elkhorn Valley Additions as a first class residential development by an instrument in writing signed by Developer.

C. During the Developer Control Period, this Declaration may be amended for any reason other than as set forth in paragraphs A or B hereof, by an instrument in writing signed by Developer and a majority of the then Owners of record.

D. After the Developer Control Period, this Declaration may be amended by an instrument in writing signed by Owners owning not less than seventy-five percent (75%) of the Lots.

Each Owner hereby irrevocably appoints Developer as such Owner’s attorney-in-fact to execute, deliver and record amendments to this Declaration in accordance with the foregoing, which power of attorney is hereby declared to be coupled with and interest. No amendment to this Declaration shall be effective unless it is in recordable form and until it has been filed for the record with the Natrona County Clerk.

Section 9. Non-liability of Developer. Neither Developer nor its directors, officers, shareholders, partners, employees, agents or representatives shall be liable for any claim whatsoever arising out of or by reason of any omission or failure to act or any action performed pursuant to any authority granted or delegated to them by or pursuant to the terms of this Declaration, whether or not such claim shall be asserted by any Owner, occupant of a Residence, or any person or entity claiming by, through or under any of them, nor on account of injury to persons or damage to loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of (a) any part of Elkhorn Valley Additions being or becoming out of repair or continuing any patent or latent defects; (b) by reason of any act or neglect of any Owner, any occupant of a Residence, their respective agents, employees, guests, and invitees; (c) by reason
of any neighboring property or personal property located on or about the Elkhorn Valley Additions; or (d) by reason of the maintenance or interruption of any utility service.

Section 10. Limitation of Liability. Each Owner covenants and agrees that no shareholder, partner, director or officer of Developer, nor any employee or agent of Developer shall have any liability personally for the performance and observance of any term, covenant, restriction, condition or provision contained in this Declaration. Each Owner covenants and agrees that the Owner shall not commence or participate in any action, suit or proceeding against Developer, nor against any shareholder, director, officer, employee or agent of Developer, arising out of any claim or breach by Developer of any term, covenant, restriction, condition or provision of this Declaration. The liability of Developer shall be limited solely and exclusively to its interest in the Land as the same shall then be encumbered, and no other asset of Developer shall be liable for any claim under or in connection with this Declaration.

Section 11. Liberal Construction. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a residential development.

Section 12. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine, as the intent may require.

Section 13. Enforceability. The Covenants and Restrictions set forth in this Declaration shall be deemed as covenants and not as conditions hereof, and are to run with the Land and the title thereto shall be binding on all Owners and all persons claiming under them. The Covenants and Restrictions set forth in this Declaration shall be for the benefit of and run in favor of and shall be enforceable by any person, and by the heirs, executors, administrators, successors and assigns of such person, who is or becomes a title holder to any part of the Land, as well as each Owner and Developer, and the Association, their successors or assigns, as aforesaid. It is understood and agreed that all of the foregoing are a part of a common and general plan for the development of Elkhorn Valley Additions and the protection of the Developer and all the present and future Owners. The invalidity of any term, covenant, restriction, condition, obligation or provision hereof shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the rest of the Covenants and Restrictions.

Section 14. Distribution of Copies. At the request of any Owner, during the period in which Developer has the right to amend this Declaration, Developer shall provide to the Owner a copy
Section 15. Titles. The title and headings set forth in this Declaration are for convenience and reference only and shall not affect the interpretation of any term, condition, provision, covenant, representation or warranty contained in this Declaration.

Section 16. Subordination to Law. The covenants and restrictions set forth in this declaration are and shall be subject to and (only to the extent that the following are more restrictive or stringent than such covenants and restrictions) subordinate to all applicable Federal, state and local laws, rules and regulations pertaining to platting procedures, planning and zoning, building codes and other laws which regulate the development, zoning and construction on land and all appurtenances thereto.

Section 17. Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Natrona County of Wyoming.

IN WITNESS WHEREOF, Elkhorn Limited Liability Company, a Wyoming limited liability company, has executed this instrument at Casper, Wyoming, this 4th day of December, 1996.

ELKHORN LIMITED LIABILITY COMPANY,
a Wyoming limited liability company

BY: William B. Luker

William B. Luker, Secretary of Luker Development Co., Manager of Elkhorn Limited Liability Company

STATE OF WYOMING                  
COUNTY OF NATRONA                  


Notary Public