DECLARATION OF COVENANTS AND RESTRICTIONS
For
Residential Sites within Blocks 24 through 44 inclusive of
Sunrise Hills Subdivision No. 5 in the
City of Casper, Natrona County, Wyoming
(Single Family)

KNOW ALL MEN BY THESE PRESENTS:

BKP, a Wyoming limited partnership, having its principal
place of business at Casper, Wyoming, being the owner of Sunrise
Hills Subdivision No. 5, a subdivision in the City of Casper,
Natrona County, Wyoming, the plat thereof being filed in the office
of the County Clerk of Natrona County on the 26th day of May
1978, has established a general plan for the improvements and
development of such premises, and does hereby establish the covenants,
conditions, reservations and restrictions upon which, and subject
to which, all Lots and portions thereof within Blocks 24 through 44
inclusive, shall be improved or sold and conveyed by it, as owner
thereof. Each and every one of these covenants, conditions,
reservations and restrictions is, and all are, for the benefit of
each owner of land within said Blocks or any interest therein, and
shall inure to, and pass with, each and every parcel within said
Blocks and shall apply to and bind all subsequent owners thereof,
except as otherwise provided herein. These covenants, conditions,
reservations and restrictions are, and each thereof is, imposed
upon such Lots, all of which are to be construed as covenants
running with the title to such Lots, and with each and every parcel
thereof and within said Blocks, to-wit:

1. Such Lots, and each and every one thereof, except
as otherwise provided herein, are for single-family residential
purposes. No building shall be erected, altered, placed or
permitted to remain on any Lot other than one detached, single-
family dwelling, not to exceed two stories in height, together
with a private garage for not more than three motor vehicles.
This provision shall not prevent the combination of two or more
adjoining Lots for one such dwelling.

2. No building shall be erected, placed or altered on
any building Lot until the construction plans and specifications
and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any building Lot nearer to any street than the minimum building setback line unless similarly approved. The Architectural Control Committee is composed of Zezzie Berenbaum, Jack H. Perlmutter and J. F. Vlastos, 300 North Ash Street, Casper, Wyoming. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owner of a majority of the Lots shall have the power through a duly recorded instrument to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. The Committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications submitted, or as revised, or for any work done pursuant to any requested changes to said plans and specifications.

3. The ground floor area of the main structure of any residential building, exclusive of one-story open porches and garages, shall be not less than nine hundred (900) square feet for a one-story building; provided, however, that in the erection of tri-level, garden-level and split entry residences, the minimum applied to the two upper levels or the main floor or the first floor, whichever is applicable, shall be not less than 650 square feet, with a minimum square footage of overall finished living space, as hereinafter set forth.

4. No business uses or activities of any kind shall be permitted or conducted on any Lot, Lots, or portions thereof, except as otherwise provided herein.

5. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising of property for sale or rent, or signs used by builders to advertise the property during the construction and sales period.

6. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any Lot at any time as a residence either temporary or permanently.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept.
hired or maintained for any commercial purpose.

8. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other refuse. Garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of each material shall be kept in a clean sanitary condition.

9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

10. No plants, walls, heads of shrub planting which obstruct site lines at elevation between two and six 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 the line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same site line limitations shall apply on any Lot within ten (10) feet of the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at such level to prevent an obstruction of such site line.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear eight (8) feet of each Lot. 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 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 area of each lot and all improvements in it shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility company is responsible.

12. No noxious or offensive activity shall be carried on on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. In the event that a structure is destroyed, wholly or partially by fire or any other casualty, said structure shall be properly rebuilt or repaired to conform to this Declaration, or all the remaining structure, including the foundations and all debris shall be removed from the Lot.

14. No building shall be located on any plot nearer to the front building plot line or nearer to any side building plot line than the minimum building setback line required for each by the City of Casper Zoning Ordinance or nearer than fifteen (15) feet to any side street line. In any event, no building shall be located on any building plot near than twenty-five (25) feet to the front Lot line or near than five (5) feet to an interior building plot line. No building except a detached garage shall be located on an interior Lot closer than twenty-five (25) feet to the rear property line. For the purpose of these covenants, 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 building plot to encroach upon another building plot.

15. No dwelling shall be erected or placed on any building plot having a width of less than seventy (70) feet at the minimum building setback line nor shall any dwelling be erected or placed on any building plot having an area of less than 7,500 square feet.

16. These covenants are to run with the land and are to be binding on all persons and parties claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a majority of the owners of the Lots has been recorded agreeing to change the covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrict violation or to recover damages.

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

Signed this 24th day of May, 1978.

BKP, a Limited Partnership

By: \[Signature\] General Partner

BEKAP, INC.

By: \[Signature\] President

Jack H. Perlmutter
Assistant Secretary

STATE OF WYOMING )
 ) SS
COUNTY OF NATRONA )

The above and foregoing instrument was acknowledged before me this 24th day of May, 1978 by Jack H. Perlmutter, general partner of BKP, a limited partnership.

\[Signature\] Notary Public

My Commission Expires:

7-1-20
STATE OF COLORADO  
COUNTY OF DENVER  

The foregoing instrument was acknowledged before me this 31st day of May, 1978, by Zelis Borenbaum, president of Bekap, Inc., and general partner of BKP, a limited partnership.

Notary Public  

My Commission Expires:  
By Commission expires, November 8, 1979
AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
For
Residential Sites within Blocks 24 through 44 Inclusive of
Sunrise Hills Subdivision No. 5 in the
City of Casper, Natrona County, Wyoming
(Single Family)

KNOW ALL MEN BY THESE PRESENTS:

BKF, a Wyoming limited partnership, having its principal
place of business at Casper, Wyoming, being the owner of Sunrise
Hills Subdivision No. 5, a subdivision in the City of Casper,
Natrona County, Wyoming, the plat thereof being filed in the office
of the County Clerk of Natrona County on the 26th day of May, 1978,
does hereby amend that certain Declaration of Covenants and Res-
trictions pertaining to the captioned residential sites (said
Declaration of Covenants and Restrictions being recorded on April
10, 1979, in the office of the County Clerk by way of instrument
designated No. 260212) as follows, to wit:

1. That the provisions of paragraph 15 thereof
   shall be amended by deleting the therein
   set forth square footage of 7,500 sq. ft.
   and substituting instead thereof the square
   footage of 6,825 sq. ft. As thus amended,
   said paragraph 15 shall read as follows:

   "No dwelling shall be erected or
   placed on any building plot having
   a width of less than seventy (70) feet
   at the minimum building set-back line
   nor shall any dwelling be erected or
   placed on any building plot having an
   area of less than 6,825 sq. ft."

All other provisions set forth in said Declaration of
Covenants and Restrictions are reaffirmed as therein stated.

SIGNED this 9th day of August, 1979.

By:  [Signature]

Jack R. Perlmutter
General Partner
BEKAP, INC.

By: Zelie Berenbaum
President

By: Jack Perlmutter
Assistant Secretary

STATE OF WYOMING )  SS
COUNTY OF NATRONA )

The above and foregoing instrument was acknowledged before me this 20th day of August, 1979, by Jack H. Perlmutter, general partner of BKP, a limited partnership.

By: Zelie Berenbaum
Notary Public
My Commission Expires: 6-9-80

STATE OF WYOMING )  SS
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me this 20th day of August, 1979, by Zelie Berenbaum, president of Bekap, Inc. and general partner of BKP, a limited partnership.

By: Zelie Berenbaum
Notary Public
My Commission Expires: 6-9-80
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS


WITNESSETH:

WHEREAS, Declarant is the owner of the below specifically described real property (the "Properties") in the City of Casper, Natrona County, State of Wyoming, included within Sunrise Hill No. 9, an addition thereto and which is more particularly described as:

The south 36.567 acres in Sunrise Hills No. 9, an Addition to the City of Casper, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the southeasterly corner of the Parcel being described as Sunrise Hills No. 9 and also a point in the northerly line of Goodstein Drive; thence along the southerly line of said Parcel and the northerly line of said Goodstein Drive, S 89 49' 48" W, 252.62 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 770.00 feet and through a central angle of 31 51' 00", southerly, 428.00 feet to a point of tangency, thence S 57 58' 43" W, 250.00 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 675.00 feet through a central angle of 9 38' 28", southerly, 113.58 feet to a point: thence N 22 22' 44" W, 10.00 feet to a point, thence along the arc of a true curve to the right, having a radius of 655.00 feet and through a central angle of 14 23' 36", southeasterly, 167.06 feet to a point of tangency; thence S 81 59' 59" W, 230.00 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 310.00 feet and through a central angle of 45 45' 05", westerly, 247.54 feet to a point of tangency, thence N 52 14' 56" W, 308.40 feet to a point of curve; thence along the arc of a true curve to the right, having a radius of 240.00 feet and through a central angle of 52 14' 56", northwesterly, 218.86 feet to a point of tangency; thence North, 582.52 feet to the northwesterly corner of said Parcel and Sunrise Hills No. 9; thence along the northerly line of said Parcel and the southerly line of Marks Way, N 89 38' 24"E. 485.01 feet to a point of curve; thence along the arc of a true curve to the left, having a radius of 225.00 feet and through a central angle of 38 59' 30", northeasterly, 153.12 feet to a point of tangency; thence N 50 38' 54" E, 359.23 feet to a point; thence into said Sunrise Hills No. 9, East, 436.04 feet to a point; thence South, 566.37 feet to a point; thence East, 472.19 feet to the northwest corner of said Parcel and a point in the easterly line of said Sunrise Hills No. 9; thence along the easterly line of said Parcel and Sunrise Hills No. 9, S 0 10' 12" E. 80.00 feet to a point; thence N 89 49' 48" E,
20.00 feet to a point; thence S 0° 10' 12" E, 80.00 feet to a point; thence N 89° 49' 48" E, 20.00 feet to a point; thence S 0° 10' 12" E 80.00 feet to a point; thence N 89° 49' 48" E, 40.00 feet to a point; thence S 0° 10' 12" E, 80.00 feet to a point; thence N 89° 49' 48" E, 40.00 feet to a point; thence S 0° 10' 12" E, 110.00 feet to the Point of Beginning and containing 36.567 acres, more of less.

WHEREAS, it is the intent of the Declarant to develop the properties described herein as a single family patio home project for persons of retirement age.

NOW THEREFORE, Declarant hereby makes, publishes and declares that all of the specific properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of that use and development of the properties for exclusive single-family patio home residential purposes only and protecting the value attractiveness and desirability of, and which shall run with the properties and shall be binding on all parties having any right title of interest in the properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Garden Creek Hills Association, Inc., a non-profit Wyoming Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any numbered Lot which is a part of the Properties, or the contract Buyer from such Owner, but excluding those having only security interests therein.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" refers to all real property transferred to the association by declarant and owned by the association for the common use and enjoyment of the owners. It is intended by the declarant to transfer those areas which appear on the recorded plat of the properties as all land therein other than the numbered lots, any additional lands transferred to owners, and the dedicated public ways shown on the plat but shall include common driveways. The properties will be developed in phases as provided in Article II, Section 3 hereof subject to the conditions contained in that Article and Section and the common area lands shall be transferred to the association as the phases are developed and sold, within the sole discretion of declarant. Tract A as shown on the plat is not included within the common area.
Section 5. "Lot" shall mean and refer to any numbered tract of land shown upon any recorded plat of the Properties, the constructed patio and the driveway easement thereto.

Section 6. "Declarant" shall mean and refer to the d'Elia Trust, its successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a private driveway easement, as constructed, over and across the Common Area to such Owner’s Lot and on the front and back sides of each Lot for the purpose of landscaping, and, further, each Owner shall have a right and easement of enjoyment in and to the Common Area (other than in the area covered by the private easements hereinafore mentioned) which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association by its Board of Directors to charge reasonable fees for the use and maintenance of the Common Area and for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights of, and right to use the Common Area and the recreational facilities thereon by, an Owner for any period during which any assessment against such Owner’s Lot remains unpaid, and for a period of not to exceed 60 days for any infraction of the Association’s rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless a resolution approving the name shall have been adopted by two-thirds (2/3) of each class of members and who cast votes in person or by proxy at a meeting duly called for such purpose.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, invitees or guests, or any contract purchaser who resides on the property being purchased.

Section 3. Phase Development and Vacation. The properties shall be developed in phases within the discretion of declarant. All lots when sold will be subjected to and be bound by these covenants. Declarant reserves unto itself and its successors the sole right, without the consent of the association or any owner to vacate and remove these covenants, conditions and restrictions from any portions of
the properties not developed and sold in the phases and also the right to vacate the plat pursuant to Wyoming Statutes as to any such developed lots or phases not sold.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject of assessment.

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

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as the Owner of the Lot may determine, but in no event shall more than one vote be cast for any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned by it. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each Lot owned) on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership.

(b) January 1, 1996.

In the event additional Lots and Common Area are annexed to the Properties, the Declarant shall be entitled to Class B membership with respect to each such Lot, subject to conversion to Class A membership in accordance with subparagraphs (a) and (b) above.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or execution of a contract to purchase the same, whether or not it shall be so expressed in such deed or contract, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs, and reasonable attorney's
fees, shall be charged on the Lot and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner’s successors in title unless expressly assumed by them, but the lien thereof shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and all recreational facilities therein. The fee shall include hazard insurance on the building, water for the lawn, lawn care, snow removal, garbage removal and all painting and exterior maintenance on the building. The Association will bill the owner for the amount of water used for personal consumption as recorded on the water meter in each unit.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be $1,200.00.
(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.
(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds of each class of members voting in person or by proxy at a meeting duly called for such purpose.
(c) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any votes of each class of members voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 1 (a) of Article II, or Sections 3 or 4 of this Article shall be sent to all members not less than 10 days nor more than 30 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies en-
titled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) if the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis as may be determined by the Board of Directors of the Association, provided, however, that the assessment for all lots (including those annexed to the Properties as below provided owned by Declarant upon which no improvements have been constructed shall be fixed at no more than one-third (1/3) of the assessment rate for other lots.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided however, failure of the Board to fix an assessment within the time provided there shall not preclude the Board from thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date, which shall be established by the Board of Directors. The Association shall, upon request of the Owner or person authorized by the Owner, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot subject delinquent assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by the Owners abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and sale of any Lot pursuant to mortgage
foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sold from liability for any assessments on such Lot thereafter becoming due or relieve the Lot from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall, or other structure of improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, and compliance with the restrictive covenants herein contained, by the Board of Directors of the Association, or by an architectural committee composed of three (3) representatives appointed by the Board. The Board, or its designated committee, must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

ARTICLE VI
GENERAL RESTRICTIVE COVENANTS

Section 1. General Use Restrictions – Lots. Each numbered lot shall be used exclusively for attached single-family patio home residential purposes, such patio homes to be constructed in accordance with plans and specifications thereof and approved in accordance with Article V hereof.

Section 2. General Use Restrictions – Common Areas. The Common Area described in Section 4 of Article I hereof shall be for the exclusive use and enjoyment of the members of the Association, subject to the provisions of Section 2 of Article II hereof. As between the members of the Association, each shall have a common and equal right to the use, benefit and enjoyment of the Common Area. The storage area shall be used, for the exclusive employment and benefit of the members of the Association, for the storage of vehicles, boats, trailers and similar conveyances of mobile equipment not permitted by the provisions of this Article to be parked on streets or private driveways on the Properties. As between the members of the Association, the right to the use of such storage area shall be exercised in common, and the Board of Directors of the Association shall assess and collect a reasonable fee from the users thereof as rent for such storage space.
Section 3. Prohibited Activities.

(a) Except that any patio home constructed on any Lot may be leased by the Owner thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature, or religious undertaking or activity, whether or not conducted for profit, shall be operated, maintained or conducted on any Lot or any part of the Common Area of the Properties, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on the Properties, provided, however, that one "For Rent" or "For sale" sign, which shall be no larger than six (6) square feet, shall be permitted on the street-side of any Lot, and one entrance gate sign identifying the owner or occupant of the Lot, of a style and design as approved in accordance with Article hereof shall be permitted; other wise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any Lot or Common Area.

(b) No vehicles trailers or other means of land or water transport, conveyance or mobile housing, wheeled or otherwise of any kind or nature, shall be parked in the public streets situate adjacent to the Properties, and the private driveways serving each Lot shall be used only for the parking of cars and one pickup truck-camper not larger than the now (as of the date hereof) standard American manufactured car or three-quarter ton pickup truck. All other vehicles, trailers, conveyances, means of transport or mobile housing and mobile or motive equipment of every kind or nature shall be stored in the storage area referred to herein, or other storage facilities outside the Addition.

(c) No animals, livestock or poultry shall be raised kept or bred on the Properties, except that the Owner of any Lot may keep within in the confines thereof (including the patio appurtenant thereto) not more than 2 dogs or 2 cats, unless prior approval is obtained by the Homeowners Association, provided that such animals are not kept, bred or maintained for any commercial purpose. City leash laws shall pertain to all common area.

(d) No noxious or offensive activity of any kind, including specifically activities productive of noise, odors, or other objectionable manifestation, as determined by the Board of Directors of the Association, shall be conducted or permitted on any of the Lots or Common Area nor shall anything be done which may be or become an annoyance or nuisance to those owning Lots.

(e) Other than the landscaping of the Common Area, and the planting thereof with grassed, shrubbery, trees and flowers and the construction installation of recreational and related facilities, including a clubhouse, and/or swimming pool, no major structures of buildings shall be placed, installed or constructed upon the Common Area by the Association. The clubhouse and/or swimming pool shall not be erected or installed except upon affirmative vote of two-thirds of both classes of Association members voting in accordance with Article III hereof, no structures shall be permitted therein which are not related to the control of waters therein. No employment of the Common Area or any lands subsequently annexed hereto as a Common Area, shall be permitted which may be inconsistent with the use thereof as a greenbelt and private park and recreational area for the members of the Association, and
there delegates as above provided in Article II hereof.

(f) No exterior clothes lines shall be permitted on any Lot or easement appurtenant thereto, or in
the Common Area, and no garments, rugs, or other material shall be hung or suspended from any win-
dow of any patio home structure or from the facade of any such structure nor shall any rugs or other
materials be dusted from any window of any window of any patio home structure nor shall any rug or
like material be cleaned by beating the same on any exterior part of any such patio home structure. Pa-
tios shall be kept in a neat appearance and not used for storage.

(g) No radio or television aerial or antenna or satellite dish shall be permitted on the exterior of
any patio home structure or upon any easement appurtenant to any Lot.

(h) The Board of Directors of the Association is specifically empowered to enact or enforce
such additional rules and regulations, by bylaws or otherwise, as may implement any of the above stated
restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing
and reasonably intended to further the purposes intended to be served by the foregoing specific re-
strictions.

Section 4. Storage Area. The declarant agrees to provide a storage area, to be designated in
the sole discretion of declarant for the storage of any vehicles, trailers, conveyances, means of trans-
port or mobile housing or other means of land or water transport not specifically authorized to be situ-
ated adjacent to the properties on public streets.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance of the Common Area, the Association shall provide exterior mainte-
nance upon each patio home structure which is subject to assessment hereunder, as follows: paint, re-
pair, replace and care for exterior building surfaces, roofs, gutters, downspouts, driveways, walks, trees,
shrubs, grass and other exterior improvements including but such exterior maintenance shall not in-
clude maintenance or replacement of glass surfaces, and shall exclude all mechanical equipment. In
the event that the need for maintenance or repair is caused through the willful or negligent act of the
Owner, or any delegate defined in Article II hereof, the cost of the maintenance or repairs shall be add-
ed to and become part of the assessment to which such Lot is subject. Provided further that in the ev-
et that the need for maintenance or repair is caused by fire or similar hazard or catastrophe and
should such fire, or similar hazard of catastrophe cause damage or detachment of the exterior of other
neighboring units, the cost of such maintenance and repair both to the individual unit and other neigh-
boring units shall be borne by the association’s homeowners insurance policy, which policy is provided
for in Article VIII hereof.
ARTICLE VIII

INSURANCE

Section 1. Association Insurance. The Association shall purchase a homeowner's insurance policy for the buildings on the properties. The coverage of such policy shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage insurance policy, and such other risks as are customarily covered with respect to buildings similar to buildings on the properties, such as vandalism and malicious mischief. Such policy shall cover each unit and any damage caused by reason of a fire or other hazard to neighboring units. The minimum amount of such insurance shall be an amount equal to the maximum insurable replacement value of the unit. The insurance policies and endorsements may be deposited with a mortgagee(s) as required. The Association shall purchase insurance to cover the following: (1) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association; (2) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

Section 2. Premiums. (A) Premiums on Homeowner's unit insurance policies shall be paid by the Owner. (B) Premiums upon insurance policies purchased for the Association shall be paid by the Association as a common expense, as provided in Article IV "Covenant for Maintenance Assessments" of the Declaration.

Section 3. Personal Property Coverage. If any Owner desires personal property (contents) insurance coverage in an amount additional to the amount provided therefor in the standard Homeowner's insurance policy, or personal property insurance of a character or type differing from the standard Homeowner's insurance policy, the Owner shall be fully responsible for adjusting any claims arising under any such insurance coverage for any losses of a damage to personal property, and the Association shall not have any duties or responsibilities in connection with the adjustment of any such claims relating to personal property loss or damage.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any patio home upon any Lot and is placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for damage thereto due to negligence or willful acts or omissions shall apply thereto.
Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, any Owner who is using the wall as a party wall may restore it, and if the other Owner or Owners, thereafter make use of the wall, such Owner or Owners shall share equally in the cost of restoration thereof without prejudice, however, to the right of any Owner using the wall as a party wall to call for a larger contribution from any other Owner using the wall as a party wall under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of repairing such exposure and the damages arising therefrom.

Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Lot owned by such other Owner and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the dispute shall be arbitrated by the Board of Directors of the Association, and if any director be interested as a party to such dispute, the remaining directors shall designate another person to act in his place, and the decision shall be by majority of all the arbitrators and shall be binding upon the parties to the dispute.

ARTICLE X
GENERAL PROVISIONS

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by final judgment of any court shall in no wise affect any other provisions hereof, which shall remain in full force
Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of fifty (50) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of (10) years unless terminated by the affirmative vote of its majority of Class A Association members at the end of the first fifty year period or at the end of any ten year extended period. This instrument may be amended by an affirmative vote of two-thirds of both classes of Association members (if any Class B members exist at the time) voting in accordance with Article III hereof.

Section 4. Common Area Not Public. The Common Area is not a public area, but is strictly for the use of Association members and their delegates as hereinafter defined, as a park, recreation area and greenbelt for the exclusive enjoyment of such members and delegates, and nothing in this instrument contained shall in any manner be construed as dedicating any part of the Common Area to the public or for public use, or further use by any other person or persons or entities except those charged with the maintenance and repair of any utility services, or storm sewers in easements for such service facilities or storm sewers as may be located in the Properties and shown on the plat thereof, and then only for the purpose of maintaining and repairing the same.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 21st day of September, 1992.

[Signature]

Serge M. d'Elia, Trustee

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA )

The above and foregoing instrument was acknowledged before me by

[Signature]

Serge M. d'Elia, Trustee

this 21st day of September, 1992.

Witness my hand and official seal.

[Signature]

Notary Public
STATE OF WYOMING  
COUNTY OF NATRONA  

Serge M. d’Elia, Trustee, having first duly sworn, upon his oath deposes and states as follows:

1. This affidavit is being filed pursuant to Wyoming Statutes §34-11-1011 1977 Republished Edition as amended.

2. I am the same Serge M. d’Elia, Trustee, who executed the original plat and dedication for the Garden Creek Hills Patio Homes No. 1, an Addition to the City of Casper, Natrona County Wyoming, which certificate of dedication was executed May 21, 1991, and recorded August 8, 1991, as Instrument No. 485148 in the office of the County Clerk, Natrona County, Wyoming.

3. I am the same Serge M. d’Elia, Trustee, who executed the Declaration of Covenants, Conditions and Restrictions on portions of Sunrise Hills No. 9, which Declaration was executed on September 21, 1992, and recorded on September 21, 1992, as Instrument No. 513799.

4. The purpose of this affidavit is to notice the public that the above-referenced Declaration of Covenants, Conditions and Restrictions apply only to the Garden Creek Hills Patio Homes No. 1 as platted and dedicated and described above and those lands set forth in such plat and certificate of dedication. No other lands lying within Sunrise Hills No. 9, a Subdivision of the City of Casper, Natrona County, Wyoming, are burdened by or affected by the Declaration of Covenants, Conditions and Restrictions.

DATED this 30th day of December, 1992.

Serge M. d’Elia, Trustee

Subscribed and sworn to before me by Serge M. d’Elia, Trustee, on this 30th day of December, 1992.

WITNESS my hand and official seal.

My Commission Expires: 7/17/2016

Notary Public
AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

The undersigned, constituting all of the Lot owners in the Garden Creek Hills Patio Homes No. 1 Subdivision, pursuant to Article X, Section 3, of the Declaration of Covenants, Conditions and Restrictions set forth hereinafter, state and agree as follows:

RECITALS

1. The Declaration of Covenants, Conditions and Restrictions for a portion of Sunrise Hills No. 9 commonly known as Garden Creek Hills Patio Homes No. 1, was recorded on September 29, 1992 as Instrument No. 513799 in the office of the County Clerk, Natrona County, Wyoming.

2. On August 8, 1991, the plat of Garden Creek Hills Patio Homes No. 1, was filed in the office of the County Clerk, Natrona County, Wyoming as Instrument No. 485148. The plat provides for platting of various lots in the Garden Creek Hills Patio Homes No. 1 Subdivision being Lots 1-40, and Tract C of Garden Creek Hills Patio Homes No. 1 set forth in the plat described above;

3. By Affidavit filed January 20, 1993, as Instrument No. 519176 in the Office of the County Clerk, Natrona County, Wyoming, Serge M. d’Elia, Trustee, stated that the Declaration of Covenants, Conditions and Restrictions applied only to those lands platted as Garden Creek Hills Patio Homes No. 1.

4. The undersigned owners of lots in Garden Creek Hills Patio Homes No. 1 have agreed to an amendment to the Declaration of Covenants, Conditions and Restrictions to provide for the maintenance and repair of the lots specified herein by two separate Homeowner's
Associations all as more specifically set forth herein.

NOW THEREFORE, after vote as required by Article X, Section 3, of the Declaration of Covenants, Conditions and Restrictions, the undersigned lot owners hereby amend the Declaration of Covenants, Conditions and Restrictions to provide as follows:

FIRST: Article I, Section 1, of the Covenants is amended in its entirety to read as follows;

"Association" shall mean and collectively refer to Garden Creek Hills Association No. 1, Inc., a non-profit Wyoming Corporation and Garden Creek Hills Association, No. 2, Inc., a non-profit Wyoming Corporation, their successors and assigns. Each association shall be responsible for the enforcement of these Covenants, Conditions and Restrictions as they apply to the properties defined in Article I, Section 3, below including but not limited to the purposes set forth in Article IV, Section 2, hereof, and the levying and collection of assessments as general provided in Article IV. Each Association shall have the power of enforcement against each other for failure to abide by these Covenants, Conditions and Restrictions as amended.

SECOND: Article I, Section 3, of the Covenants is hereby amended in its entirety to read as follows;

"Properties" shall mean and refer to the platted lots in the Garden Creek Hills Patio Homes No. 1 addition to the City of Casper, Natrona County, Wyoming, as shown on the plat filed on August 8, 1991, as Instrument No. 485148, in the office of the County Clerk, Natrona County, Wyoming. For purposes of membership in one of the homeowner's associations set forth in Article I, Section 1, above, owners of the following lots shall be members of the respective associations:

Lots 2-13, - Garden Creek Hills Association No. 1, Inc.

Lots 14-40 and Tract C, - Garden Creek Hills Association No. 2, Inc.
Lot 1, Garden Creek Hills Patio Homes No. 1, an addition to the City of Casper, Natrona County, Wyoming, being a single family residence, is no longer subject to these Declaration of Covenants, Conditions and Restrictions.

THIRD: Accept as modified herein the Covenants are hereby reaffirmed and ratified. As provided by Article X, Section 3, two-thirds of the vote of both classes of the Association, as required by the Covenants, approved this amendment. The undersigned constitute all of the homeowners contained within the Garden Creek Hills Patio Homes No. 1 Subdivision.

This amendment to Declaration of Covenants, Conditions and Restrictions is effective as of March 3, 1997

Lot 2:

Evelyn M. Cummings

Jogia E. Wing

ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing was acknowledged before me this 30 day of January, 1997, by Evelyn M. Cummings.

Witness my hand and official seal.

Leona Curnow

Notary Public

My Commission Expires: 3-17-99

599162
ACKNOWLEDGEMENT

STATE OF WYOMING )
) SS
COUNTY OF NATRONA )

The foregoing was acknowledged before me this 3rd day of April, 1996, by Joan E. Wing.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: __________________________

Lot 3:

[Signature]
Thomas A. Thorson

[Signature]
Kathleen B. Thorson

ACKNOWLEDGEMENT

STATE OF WYOMING )
) SS
COUNTY OF NATRONA )

The foregoing was acknowledged before me this 18th day of December, 1996, by Thomas A. Thorson and Kathleen B. Thorson.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: __________________________

Lot 4:

[Signature]
Phyllis A. Kimbal

Phyllis A. Kimbal

4
ACKNOWLEDGEMENT

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing was acknowledged before me this __________ day of __________ 1996, by Joan E. Wing.  

Witness my hand and official seal.

Notary Public

My Commission Expires: ________________

Thomas A. Thorson
Kathleen B. Thorson

ACKNOWLEDGEMENT

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing was acknowledged before me this 14th day of July 1996, by Thomas A. Thorson and Kathleen B. Thorson.  

Witness my hand and official seal.

Notary Public

My Commission Expires: 10-7-1998

Lot 4:

Phyllis A. Kimball

PAGE 5 OF 13
ACKNOWLEDGEMENT

STATE OF WYOMING  )
      ) SS
COUNTY OF NATRONA  )

The foregoing was acknowledged before me this 17th day of January 1997, by Phyllis A. Kimbal.
Witness my hand and official seal.

alice N. Doyle
Notary Public


Lot 5:

Joseph J. Novotny

ACKNOWLEDGEMENT

STATE OF WYOMING  )
      ) SS
COUNTY OF NATRONA  )

The foregoing was acknowledged before me this 17th day of January 1997, by Joseph J. Novotny.
Witness my hand and official seal.

alice N. Doyle
Notary Public


Lot 6:

John R. Micklich

5

599162
ACKNOWLEDGEMENT
STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing was acknowledged before me this 15th day of July, 1996, by Phyllis A. Kimball.

Witness my hand and official seal.

[Signature]

My Commission Expires:

Lot 5:

Joseph J. Novotny

ACKNOWLEDGEMENT
STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing was acknowledged before me this ______ day of __, 1996, by Joseph J. Novotny.

Witness my hand and official seal.

[Signature]

Notary Public

My Commission Expires:

Lot 6:

John R. Micklich

5

599162
ACKNOWLEDGMENT

STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing was acknowledged before me this 31st day of January, 1993, by John R. Mcklich.

Witness my hand and official seal.

Notary Public

My Commission Expires: Jan 1997

Lot 7:

Eva Louise Everett

William H. Everett

ACKNOWLEDGMENT

STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing was acknowledged before me this 12th day of January, 1993, by Eva Louise Everett and William H. Everett.

Witness my hand and official seal.

Notary Public

My Commission Expires:

Barbara Walker

Lot 8:

Mary Lee Brooks

599162
ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

) ) SS

The foregoing was acknowledged before me this 17th

Witness my hand and official seal.

Alice A. Doyle
Notary Public


Lot 9:

Ann Asich

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

) ) SS

The foregoing was acknowledged before me this 17th

Witness my hand and official seal.

Alice A. Doyle
Notary Public


Lot 10:

Fern E. Asicraft
ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing was acknowledged before me this 4th day of January, 1996, by Fern E. Ashcraft.

Witness my hand and official seal.

Carl A. House
Notary Public

My Commission Expires: March 26, 2000

Lot 11:

E. Maxine McDermott

Lori M. Johnson

ACKNOWLEDGEMENT

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing was acknowledged before me this 13th day of January, 1997, by E. Maxine McDermott.

Witness my hand and official seal.

Lawr. M. Henry
Notary Public

My Commission Expires: 3-8-1997
ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF

The foregoing was acknowledged before me this 15th day of January 1997, by Lori M. Johnson.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 03-07-1997

Lot 12:

Delores M. MacQueen

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing was acknowledged before me this 10th day of January 1997, by Delores M. MacQueen.

Witness my hand and official seal.

[Signature]
Notary Public


Lot 13:

Norman G. Harms

[Signature]
Janet K. Harms
ACKNOWLEDGEMENT

STATE OF WYOMING  

COUNTY OF NATRONA  

The foregoing was acknowledged before me this 10th day of January, 1998, by Norman G. Harms and Janet K. Harms.

Witness my hand and official seal.

alice N. Doyle  
Notary Public


Lot 17:

Ruth Lauree Johnston  

ACKNOWLEDGEMENT

STATE OF WYOMING  

COUNTY OF NATRONA  

The foregoing was acknowledged before me this 8th day of January, 1996, by Ruth Lauree Johnson.

Witness my hand and official seal.

Linda M. Hinds  
Notary Public


Lots 14-16, 18-40 and Tract C:

Serge M. d'Eila, Trustee
ACKNOWLEDGEMENT

STATE OF WYOMING  )
COUNTY OF NATRONA  ) SS

The foregoing was acknowledged before me this 10th day of January, 1998, by Serge M. D'Elia, Trustee.

Witness my hand and official seal.

Alice N. Doyle
Notary Public


Lot 1:

Joseph J. Novotny

ACKNOWLEDGEMENT

STATE OF WYOMING  )
COUNTY OF NATRONA  )

The foregoing was acknowledged before me this 17th day of January, 1998, by Joseph J. Novotny.

Witness my hand and official seal.

Alice N. Doyle
Notary Public