PROTECTIVE COVENANTS FOR GOTHBERG

SUBDIVISION NO. 2, NATRONA COUNTY, WYOMING

The undersigned are the record owners of all the lots in Gothberg Subdivision No. 2, a subdivision in Natrona County, Wyoming, being:

Lots 13 to 20, both inclusive

and desire to establish in said subdivision an exclusive suburban residential district wherein the construction, location and use of each and every dwelling, (each of which may be either a building constructed on or a mobile home placed on any residential building plot in said subdivision as a residential building plot is hereinafter defined), shall each conform to certain minimum requirements; and each home owner in said subdivision, in consideration of his compliance with the requirements herein contained, shall be protected against violation thereof, by any other home owner in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned owners of said lots do hereby impose upon the above described lots in Gothberg, a Subdivision in Natrona County, Wyoming, the official plat of which subdivision is recorded in ( ) in the office of the County Clerk of Natrona County, Wyoming; and the residential building plots thereon as hereinafter described, the following protective covenants and restrictions, to wit:

(a) No building intended for use as a dwelling shall be erected, altered, placed or permitted to remain on any residential building plot, other than one detached single-family dwelling not exceeding two stories in height and a private attached or detached garage for not more than three cars.

(b) No mobile home intended for use as a dwelling shall be placed or permitted to remain on any residential building plot, other than one single-family mobile home, which shall be not less than 40 feet in length and 12 feet in width, and manufactured away from the particular building plot by a name concern engaged in the manufacture of mobile homes for sale to the general public and moved onto the particular building plot and placed upon a permanent foundation thereon.

(c) No building or mobile home shall be erected, placed or altered on any residential building plot in said subdivision until the plans, specifications and plot plan, (in the case of a building to be constructed thereon for use as a dwelling), or until the picture or design and the plot plan and foundation plan and specifications, (in the case of a mobile home to be placed thereon for use as a dwelling), showing the location of such building or mobile home, have been approved in writing as to conformity and harmony of external design with existing structures or mobile homes in the subdivision and as to location of the building or mobile home with respect to topography and ground elevation, by a committee composed of Edwin K. Gothberg and Angela Gothbert, or by a representative designated by a majority of said committee. In the event of the death, resignation, absence or other inability of any member of said committee to serve, the remaining member or members of said committee shall have full
authority to approve or disapprove any such design and location, or to designate a representative who shall have such authority. In the event such committee, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans, specifications, plot plan, picture, design and foundation plan have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations or the placing of such mobile home has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully performed. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

(d) Accessory buildings. No sheds, barns, garage, etc. may be constructed nearer than 25 feet from any street or side street, or 10 feet from any adjacent lot, but may be on or near any outside boundary of the subdivision that is on the west, the north or the east. The south boundary has a limit of 10 feet and is considered an adjacent lot. Garage for three cars and barn to house only animals of the owner or contract purchasers.

(e) No more than one one-family dwelling, (whether a building constructed or placed on a particular residential building plot or a mobile home placed thereon), shall be constructed or placed on any residential building plot in said subdivision.

(f) No business or commercial enterprise shall be carried on or conducted upon any residential building plot within said subdivision. No animals or livestock of any kind shall be grazed or kept for hire, compensation or sale on any residential building in said subdivision. No owner or contract purchaser of any residential building plot in said subdivision shall in any manner so use same as to create a nuisance to the neighborhood.

(g) No basement, tent, shack, garage, barn or other outbuilding erected on any residential building plot in said subdivision, or any mobile home of lesser dimensions than hereinafore specified or which is not set upon a permanent foundation, shall be used as a dwelling temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(h) The property designated on said official plat as "Recreation Trail Easement" shall be for the recreational use of only the owners or contract purchasers of residential building plots in the subdivision, and members of their immediate families and their invited guests, and no one of said persons entitled to use said easement shall place any building or other structure thereon without the prior written approval of said committee, and no one shall drive any motor propelled vehicle of any kind or description upon said easement; anyone so entitled to use said "Recreation Trail Easement" shall not deposit or leave thereon any garbage, refuse or litter.

(i) After any person enters into a contract to purchase or becomes the record owner of a residential building plot in said subdivision before he moves animals on the lot, he shall construct a fence around the residential building plot being purchased or owned by him, which fence shall be not less than four (4) feet in height and constructed with iron posts set at least two (2) feet in the ground and extending at least four (4) feet above the ground and set not more than one (1) rod apart, to which posts shall be attached either woven wire not less than four feet in height, or not less than four barbed wires with the top barbed wire not less than four feet from the ground, or a combination of woven wire and barbed wire the total height of which shall be not less than four feet with the woven wire on the bottom and the barbed wire on the top; however, it shall be permissible to construct the portion of such fence on the front
line of any residential building plot with wood or other material if the height thereof is not less than four feet, provided the design and specifications for said front line fence are first submitted to and approved by said committee in the same manner as required herein prior to construction or placing other improvements on said residential building plot.

(j) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any building plot in said subdivision by any owner or contract purchaser thereof nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any building plot by the owner or contract purchaser thereof. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained on any building plot in the subdivision by virtue of the permission of the owner or contract purchaser thereof.

(k) Each structure erected or installed in or on any lot herein shall contain adequate provision for sewage, and when a community or municipal or sanitary sewer system is not available, an adequate, accepted sewage disposal system must be installed for each lot, and the same shall be constructed, operated and maintained in compliance with the rules, regulations and standards required by the State of Wyoming and local departments of health. The water well must be sealed to prevent any seepage into water bearing structure.

(l) The owner of 3 acres of land may keep two horses or two cows, and one additional horse or cow for each acre by which the area of his lot, or the area of contiguous lots under one ownership exceeds three acres. Any area exceeding three-fourths of an acre shall be considered one additional acre for the purposes of this limitation. When domestic house pets and other domestic animals are kept as above permitted, the owner or owners thereof shall provide proper and adequate shelter therefore, keep the same contained and restricted to his own premises, and the entire premises shall be kept clean and sanitary at all times. Kennels are allowed and not more than 2 dogs may be kept by any household and must be contained and restricted to owners own premises.

(m) The owner of each lot shall not permit the accumulation of weeds, brush, rubbish or junk of any kind, or allow or permit said premises, or the animals or property thereon, to become a nuisance or offensive or to the annoyance of the other owners of lands within the subdivision. Each owner shall furnish a solid garbage and refuse container and the same shall be kept erect and covered at all times, and the same shall be emptied and the garbage and refuse disposed of so that the same may not be permitted to escape or to accumulate.

These covenants are to run with all the lots in said subdivision and shall be binding on all parties hereto and all persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten years unless by a majority vote of the then owners of the then record owners of the lots in said subdivision it is agreed to change these covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons in possession of any lot or part thereof in said subdivision, whether a contract purchaser or the record owner thereof, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to restrain, enjoin and prevent him or them from so doing or to recover damages or other dues for such violation and court costs and legal costs.
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

DATED this 11th day of October, 1978.

Edwin K. Gothberg

Angela Gothberg

STATE OF WYOMING )
COUNTY OF NATRONA ) SS

The foregoing instrument was acknowledged before me by Edwin K. Gothberg and Angela Gothberg this 11th day of October, 1978.

Estella Terry, Notary Public

My Commission Expires:

Jan. 13, 1979
DECLARATION
OF
GOTHBERG SUBDIVISION No. 2
HOME OWNER'S AGREEMENT

Edwin K. Gothberg and Angela S. Gothberg, husband and wife, are now developing Gothberg Subdivision No. 2, a subdivision in Natrona County, Wyoming, for residential purposes and it is their desire to continue the development of said land for such purposes and for the creation and maintenance of a residential community possessing features of more than ordinary value to a residential community, and

To induce lending and insuring agencies, including but not limited to those insuring under the National Housing Act and Readjustment Act of 1944, as amended, to finance and insure lenders and enter into mortgage loans and to insure reasonable assessment rates for the services hereinafter set forth, and

In order to assist them and their grantees in providing the necessary means to better enable them and their grantees to bring this about, Edwin K. Gothberg and Angela S. Gothberg as owners of all of the lots in Gothberg Subdivision #2 a subdivision in Natrona County, Wyoming, do hereby subject all of the following covenants, charges and assessments to be administered by an Association, either incorporated or otherwise of owners owning lots in Gothberg Subdivision No. 2, which Association shall have the powers herein set forth and shall be organized in substantial conformity herewith.

The Association shall be nonprofit and shall be organized for the purpose of creating and maintaining a residential community and shall possess the following powers:

1. To exercise its powers and functions over all of the lots in Gothberg Subdivision No. 2, a subdivision in Natrona County, Wyoming, together with any and all other real property which may hereafter be placed under the authority and jurisdiction of the Association by the owners thereof.
2. To care for vacant, unimproved and unkept lots in said Subdivision; to remove and destroy grass, weeds and any other unsightly and obnoxious thing therefrom; and to do any other things and perform any labor necessary or desirable in the judgement of the Association to keep the property and land under its jurisdiction in neat and good order.

3. To pay taxes and assessments, if any, which may be levied by any governmental authority upon roads and parks in said Subdivision and any other open spaces maintained or used or acquired for the general use of the owners of lots or building sites within said Subdivision and on any property of the Association.

4. To enforce charges, liens, restrictions, conditions and covenants existing upon and created for the benefit of said property over which the Association has jurisdiction; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association having jurisdiction over any of said property; to pay all of the expenses in connection therewith.

5. To improve, maintain, construct and reconstruct public roads in the Subdivision and to maintain any easements or public grounds therein.

6. To clean, remove snow, and sprinkle public roads within and bordering upon and adjacent to said Subdivision; to collect and dispose of garbage, rubbish and the like from easements and public roads.

7. To do any and all lawful things and acts which the Association at any time and from time to time shall in its discretion deem to be in the best interest of said Subdivision and the owners of the building sites thereon and to pay all costs and expenses in connection therewith.

8. To fix the rate per lot of the annual charges or assessments to which said property shall be subject, to collect the charges or assessments affecting said property, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association and pay all licenses.
franchises, taxes and governmental charges levied or imposed against
the property of the Association; such charges or assessments shall
become a lien on said property as soon as due and payable. Settle-
mant of such liens shall be made as determined by the Board of Direc-
tors of the Association.

The land which shall be assessed is any building site, and
the rate of assessment (as set forth on schedule A attached hereto)
until such time as said rate is increased or decreased by said Asso-
ciation by a vote of two-thirds of the members present at such a
meeting called for such purpose. Whenever the Association may deem
it advisable to submit to the members of a proposed change in the rate
of assessment for any particular year, then it shall notify the
members of the Association by mailing to such members at the last
known address with postage thereon prepaid, a notice of such meeting,
giving the time and place at which it is to be held, and the fact of
the change in the rate of assessment to be voted on at such meeting.
No increase in the rate of assessment may be made for more than one
year at a time.

9. The members of the Association shall be: all persons
who are owners of record of any building site in said Subdivision,
provided that no person or corporation taking title as security for
the payment of money, or the performance of any obligation, shall
thereby become entitled to membership; all persons who reside on a
building site in said Subdivision and who are purchasing such building
site under a contract or agreement of purchase, provided, however,
that there shall be only one membership per building site.

Where a building site is owned of record in joint tenancy
or tenancy in common, or when two or more residents are purchasing
a building site under a contract or agreement of purchase, the
membership, as to such building site, shall be joint, and the right
of such membership, including the voting power arising therefrom shall
be exercised only by the joint action of all owners of record of
such building site, or of all purchasers under said contract or
agreement of purchase respectively.
Membership in the Association shall lapse and terminate when any member ceases to be the owner of record of a building, site, or a purchaser thereof under a contract or agreement of purchase.

A building site, for the purpose of membership, assessment and voting, shall be taken to be and mean a lot, lots and parts of lots conforming to the Protective Covenants covering said Subdivision upon which one residential unit may be built.

The voting power of members of the Association shall be limited to one vote for each building site.

10. The first assessment shall be for the fiscal year beginning and thereafter for each fiscal year commencing June 1. The assessment shall be levied prior to said date and shall be payable on the first day of June of each year. It shall be the duty of the Association to notify all owners whose addresses are listed with the Association on or before the first day of June of each year, giving the amount of the assessment, the due date, and the amount of each building site owned by them. Failure of the Association to make the assessment prior to June 1 of each year for the next succeeding fiscal year, beginning on June 1, shall not invalidate any such assessment, nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to June 1 of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

11. A written or printed notice of the assessment deposited in the United States mail, postage prepaid, and addressed to the owner at his last address listed with the Association, shall be deemed sufficient and proper notice of the assessment, or for any other purpose of the Association when notice is required.

12. The assessment shall become a lien on the real estate as soon as it is due and payable. In the event of failure of any of the owners to pay the assessment on or before forty days after the due date, such assessment shall bear interest at the rate of ten percent per annum from said due date.
13. The payment of any assessment, together with accrued interest, may be enforced by the Association as a lien on said real estate in proceedings in any Court in Natrona County, Wyoming, having jurisdiction of suits to enforce liens. The Association may file certificates of nonpayment of assessments in the County Clerk's office of Natrona County, Wyoming, whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner, or owners, of the properties described in said assessment a fee of Ten Dollars ($10.00), which fee is hereby declared to be a lien upon the real estate so described. The lien hereby created may be foreclosed pursuant to the mortgage foreclosure laws of the State of Wyoming by suit or by advertisement under a power of sale.

14. Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit has been filed for the collection of the assessment and accrued interest, in which case the lien shall continue until the termination of said suit.

15. Other lands may be added to the jurisdiction of the Association provided that such other lands when so added shall at all times be bound by all of the terms of this Declaration and any future modifications thereof. The Association may also unite or combine with other associations similarly organized and operating on a similar basis having jurisdiction of lands lying within the immediate area of Gothenberg Subdivision No. 2.

16. Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Edwin K. Gothenberg and Angela S. Gothenberg, husband and wife, shall have the right at their option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were hereinafter given to them.

17. The Association shall have the right to adopt such bylaws and make such reasonable rules and regulations as it shall
deem proper, and to provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this Declaration. The Association shall have a board of not less than five directors.

18. The terms of this Declaration may be terminated in whole or in part and all of the land or any part thereof affected by this Declaration may be released from the covenants, charges and assessments and provisions hereof when the public roads are taken over by a governmental authority for maintenance, by acknowledgement and recording of an appropriate instrument for that purpose.

19. All of the provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon Edwin K. Gothberg and Angela S. Gothberg their heirs, successors in interest and assigns.

20. In the event that Edwin K. Gothberg and Angela S. Gothberg or the Home Owner's Association should fail to operate and maintain said street system or in the event he or it shall collect or attempt to collect from the owners of the lots in the Subdivision or any of them assessments in excess of those set forth on the schedule attached hereto or such other as may be established in accordance with this Declaration, then any owner, or mortgagee or any person, firm, association or corporation insuring any mortgage on any lot not so serviced or against which an excess assessment has been levied may enforce these covenants and agreements by action instituted in any court of competent jurisdiction and shall be entitled as a matter or right to the entry of an order appointing a receiver or other officer appointed by the court to take over, operate and maintain the street system for the benefit of the owners of such lot, mortgagees or any person, firm or corporation insuring any mortgage on any lot, with the full right to collect the charge for services at the rates set forth in the schedule attached hereto or such other rates as may be established in accordance with this Declaration. Such receiver or other officer of the court shall be entitled to such reasonable compensation, expenses and attorney's
fees as may be determined by the court.

21. The liability and duties of Edwin K. Gothberg and Angela S. Gothberg or the Home Owner's Association to operate and maintain the street system shall be limited to the collection and reasonable expenditure of the assessments provided for herein and nothing herein shall be construed to impose upon Edwin K. Gothberg and Angela S. Gothberg or the Home Owner's Association any duties or liability other than to maintain such street system out of the assessment monies provided for in this Declaration.

Executed this _____ day of October, 1978.

Edwin K. Gothberg
Angela S. Gothberg

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Edwin K. Gothberg and Angela S. Gothberg this 25th day of October, 1978.

[Signature]
Notary Public

My Commission Expires:
DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION is made and executed on the date hereinafter by the undersigned hereinafter called the "Declarationists".

WITNESSETH:

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

Lots 1 through 12, Goethberg Subdivision (No. 1) and
Lots 13, 14, 15, 17, 18, 19 and 20, Goethberg Subdivision, (No. 2), Natrona County, Wyoming.

NOW, THEREFORE, Declarationists hereby declare that all of the Properties shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the Property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I

DEFINITIONS

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

Section 1.1 "Association" shall mean and refer to Goethberg Homeowners Association, its successors and assigns.

Section 1.2 "Common Use Area" shall mean the dedicated roadway which crosses Goethberg Subdivisions No. 1 and 2, Natrona County, Wyoming as defined and set forth in the Declaration of Covenants, Conditions and Restrictions.

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

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

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

Section 1.6. Lots 1 through 12, Goethberg Subdivision (No. 1) and Lots 13, 14, 15, 17, 18, 19 and 20, Goethberg Subdivision, (No. 2), Natrona County, Wyoming.

Section 1.7. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section 1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
Section 1.19. "Property" shall mean and refer to the real property described in the recital of this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 "Common Use Area" The right of use of the Common Area as a common roadway shall be subject to the following provisions:

(a) The right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration;

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 "Membership" Every Owner of a Lot who has executed this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

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

Section 3.3 "Administration of the Association" The Owners agree that the administration of the Association shall be in accordance with the provision of this Declaration and the By-Laws of the Association.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 "Personal Obligation and Lien" Each Owner shall, by acquiring or in any way becoming vested with any Lot, be deemed to covenant and agree to pay to the Association a sum not to exceed $50 per year, together with interest and costs of collection. All such amounts shall constitute and remain; (i) a charge and continuing lien upon the Lot or Lots of the Owner; and (ii) the personal obligation of the person or entity that is the Owner of such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of any rights or by abandonment of his interest. Upon the request of any Owner or prospective purchaser or encumberer of a Lot, the Association shall issue a certificate stating whether or not all assessments respecting such interest are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

SUBORDINATION OF THE LIEN TO MORTGAGES

Section 4.2 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage
foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.3 "Purpose of Assessments" The assessments levied by the Association shall be used for the maintenance, repair, snow removal and general maintenance of the dedicated roadway which crosses Gothenburg Subdivisions No. 1 and 2, Natrona County, Wyoming.

Section 4.4 "Uniform Rate of Assessment" Regular annual assessments shall be $50 per year for each lot.

Section 4.5 "Effect of Nonpayment--Remedies" Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid on the lot at the foreclosure sale and to hold, lease, mortgage and convey the Lot. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 "Enforcement" The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.2 "Severability" Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5.3 "Amendment" The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5.4 "Association Documents and Financial Statements" The Articles of Incorporation of the Association are attached as Exhibit "A" to this Declaration. The By-Laws of the Association are attached as Exhibit "B" to this Declaration. The Association shall make available for inspection to every Owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any Lot the current copies of the Declaration, Articles, By-Laws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section 5.5 "Binding Nature" All agreements and determinations lawfully made by the Association in accordance with this Declaration or the By-Laws shall be binding on all Owners of Lots, their successors, lessees and assigns.

DATED this 3rd day of September, 1993.

PAGE 3
STATE OF WYOMING  
COUNTY OF NATRONA  

SUBSCRIBED and sworn to before me this 16th day of
July 1993, by TODD A. ULMAN.

WITNESS my hand and official seal.

Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA  

SUBSCRIBED and sworn to before me this 14th day of
June 1993, by JAMES HIGDAY and SUSANNE HIGDAY.

WITNESS my hand and official seal.

Notary Public

GOTTHELBURG SUBDIVISION NO. 2

Lot 13:

STATE OF WYOMING  
COUNTY OF NATRONA  

SUBSCRIBED and sworn to before me this _____ day of
______ 1993, by GREGG CARLIS WELCH.
GATHERING SUBDIVISION NO. 1

Lot 1:

Ernest W. Grimes, Jr.

STATE: WYOMING
COUNTY: NATRONA

SUBSCRIBED and sworn to before me this 13th day of January, 1993, by ERNEST W. GRIMES, JR.

WITNESS my hand and official seal:

Notary Public

My Commission Expires:

May 13, 1997

Lot 2:

Fred W. Millett

Carol G. Millett

STATE: WYOMING
COUNTY: NATRONA

SUBSCRIBED and sworn to before me this 15th day of April, 1993, by FRED W. MILLETT and CAROL G. MILLETT.

WITNESS my hand and official seal:

Notary Public

My Commission Expires:

Lot 3:

Edna M. Sizemore

Joe L. Sizemore

STATE: WYOMING
COUNTY: NATRONA

SUBSCRIBED and sworn to before me this 27th day of August, 1993, by EDNA M. SIZEMORE and JOE L. SIZEMORE.

WITNESS my hand and official seal:

Notary Public
My Commission Expires: May 13, 1997

Lot 4:
Charles E. Sachs
Carole Ann Sachs
STATE OF WYOMING } SS.
COUNTY OF NATRONA 

SUBSCRIBED and sworn to before me this 22nd day of June, 1993, by CHARLES E. SACHS and CAROLE ANN SACHS.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: May 13, 1997

Lot 5, 6, 13, 17, 18, and 20
Angela S. Gothberg
STATE OF WYOMING } SS.
COUNTY OF NATRONA 

SUBSCRIBED and sworn to before me this 2nd day of June, 1993, by ANGELA S. GOTHBERG.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: May 13, 1997

Lot 7:
Robert E. Ellis
Randy Ellis
and approved by:
Angela S. Gothberg
STATE OF WYOMING 

See Page #10
SUBSCRIBED and sworn to before me this 26th day of 
WITNESS my hand and official seal.

My Commission Expires: ____________________________
Notary Public

Lot 8:
Nancy L. Haig
Nancy L. Haig, formerly Nancy L. Hates

and approved by:
Angela S. Gothberg

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

SUBSCRIBED and sworn to before me this 26th day of 
WITNESS my hand and official seal.

Notary Public

Lot 9:
Myra Main

and approved by:
Angela S. Gothberg

STATE OF WYOMING ) SS.
COUNTY OF NATRONA )

SUBSCRIBED and sworn to before me this 26th day of 
JULY, 1993, by MYRA MAIN.
WITNESS my hand and official seal.

Notary Public

My Commission Expires: ____________________________
Notary Public

May 13, 1997

PAGE 7 OF 24
Lot 19

L. Dale Atkinson

STATE OF WYOMING  }  SS.
COUNTY OF NATRONA  }

SUBSCRIBED and sworn to before me this 26th day of August, 1993, by L. DALE ATKINSON and WENDY L. ATKINSON, husband and wife.

WITNESS my hand and official seal.

My Commission Expires:

[signature]

Notary Public

June 20, 1977

County of

State of

Wyoming

My Commission Expires May 13, 1997

Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby disclaimed to the extent such restrictions violate 42 USC 3604(f).
STATE OF ALASKA

SUBSCRIBED and sworn to before me this 31st day of
August, 1993, by VICTORIA TERESA LOEPP AND JAMES CHARLES
FERGUSON.

WITNESS my hand and official seal.

My Commission Expires:

2/28/96

Notary Public

[Stamp]
Robert Ellis

Randy Ellis

and approved by:
Angela S. Gothenberg

STATE OF SOUTH DAKOTA

COUNTY OF SUMNER

SUBSCRIBED and sworn to before me this 3rd day of
August, 1993, by ROBERT E. ELLIS and RANDY ELLIS.

WITNESSED my hand and official seal.

Notary Public

Commission Expires:
July 7, 1998
GOTHBERG SUBDIVISION NO. 2

Lot 121
Gregg Carlisle Welch

STATE OF MONTANA     |
COUNTY OF YELLOWSTONE|

SUBSCRIBED and sworn to before me this 10th day of
August, 1993, by GREGG CARLIS WELCH.

WITNESS my hand and official seal.

My Commission Expires:

4-21-96

[Signature]
Notary Public
ARTICLES OF INCORPORATION
OF
GOTHEM RGBERG HOMEOWNERS ASSOCIATION

KNOX ALL MEN BY THESE PRESENTS: That the parties hereto do hereby
associate themselves together for the purpose of forming a nonprofit,
non-stock corporation under Title 17, Chapter 6 of the Wyoming
Statutes, and for that purpose do hereby certify and adopt in
triplicate the following Articles of Incorporation:

-ARTICLE I-
NAME AND LOCATION

The name of the corporation shall be Gotterdam Homeowners Association,
and its location and chief place of business shall be 6080 So. Lewis
Lane, Casper, Wyoming, 82604.

-ARTICLE II-
PURPOSE

The sole purpose for which this corporation is formed is to provide
for road maintenance, repair, snow removal, and general improvements
to the dedicated roadway, which crosses Gotterdam Subdivisions #1 and
#2, Natrona County, Wyoming.

-ARTICLE III-
NON-STOCK AND NON-PROFIT

This corporation shall have no capital stock, and no shares of stock
in the corporation shall be issued. This corporation does not
contemplate the carrying on of business, trade, avocation or
profession for profit, and does not contemplate the making of
distributing or any pecuniary gains of profits to its members.

-ARTICLE IV-
Powers

The corporation shall have all of the powers not contrary to law or
the statutes of the State of Wyoming, incident to, expedient or
necessary to carry out the purposes for which it is formed.

Specifically, and without limiting the generality of the foregoing,
the corporation shall have the following powers:

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

(b) Fix, levy, collect and enforce payment by any lawful
means, all charges or assessments pursuant to the term
of the Declaration for the purpose of roadway
maintenance and repair in Gotterdam Subdivisions #1 and
#2, Natrona County, Wyoming;

(c) To have and to exercise any and all powers, rights,
and privileges which a corporation organized under the
laws of the State of Wyoming by
(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration for the purpose of roadway maintenance and repair in Goshen Subdivisions #1 and #2, Natrona County, Wyoming;

(c) To have and to exercise any and all powers, rights, and privileges which a corporation organized under the non-profit corporation law of the State of Wyoming by law now or hereafter have or exercise.

-ARTICLE V-
DURATION
The duration of the corporation shall be perpetual.

-ARTICLE VI-
BYLAWS
At the first meeting of the members of this corporation, there shall be adopted corporate Bylaws which shall prescribe the manner in which, and the officers and agents by whom, the purposes of the corporation shall be carried out, and the manner in which the Bylaws may be amended. At the said meeting, the Bylaws shall be adopted by the vote of a majority of all the members of the corporation.

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

-ARTICLE VIII-
VOTING RIGHTS
All owners shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall the vote be cast with respect to any lot.

-ARTICLE IX-
DIRECTORS
The business and affairs of the corporation shall be managed by a Board of Directors which shall be composed of not less than three (3) members nor more than five (5) members of the corporation. The initial number of directors for the corporation shall be four (4), and the names and addresses of the initial directors who shall manage the
affairs of the corporation until the first meeting of its members and until their successors are elected and qualified, but not less than two (2) months nor more than six (6) months from the date these Articles of Incorporation are filed with the Secretary of State of Wyoming are as follows:

**NAME**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd A. Ulman, Secretary</td>
<td>6080 So. Lewis Lane Casper, WY 82604</td>
</tr>
<tr>
<td>Angela Gothers, President</td>
<td>Box 2939 Casper, WY 82602</td>
</tr>
<tr>
<td>Tanya Rebson, Vice President</td>
<td>6335 Brandt Road Casper, WY 82604</td>
</tr>
<tr>
<td>Joe Sizemore, Treasurer</td>
<td>5063 Alcova Route, Box 4 Casper, WY 82604</td>
</tr>
</tbody>
</table>

The number of directors may be increased or decreased within the foregoing limitations, by appropriate provisions in the Bylaws of the corporation.

The Board of Directors shall be elected by cumulative voting by members, so that in the election of directors, each member of the corporation shall have the right to cast the number of votes equal to the number of directors to be elected, and he may cast all such votes for one candidate or he may distribute them among any two or more candidates.

**ARTICLE X - AUTHORITY OF DIRECTORS**

The Board of Directors of the corporation shall have all the power and authority granted by the statutes of the State of Wyoming, under which the corporation is formed, and in addition thereto, shall have the power and authority vested in them by the Bylaws of the corporation.

**ARTICLE XI - REGISTERED AGENT AND REGISTERED OFFICE**

The address of the initial registered office of the corporation shall be 6080 So. Lewis Lane, Casper, Wyoming, 82604; and the name of the initial registered agent at such office is Todd A. Ulman.

**ARTICLE XII - INCORPORATORS**

The names and addresses of the incorporators are: Todd A. Ulman, 6080 So. Lewis Lane, Casper, Wyoming, 82604; Angela Gothers, P.O. Box 2939, Casper, Wyoming, 82602; Joe Sizemore, 5063 Alcova Route, Box 4, Casper, Wyoming, 82604; and Tanya Rebson, 6335 Brandt Road, Casper, Wyoming, 82604.

**ARTICLE XIII - DISTRIBUTION OF ASSETS UPON DISSOLUTION**

The association may be dissolved with the assent given in writing and in writing by not less than two-thirds (2/3) of the members. Upon dissolution, either the incident to assets or

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-ARTICLE XIII-
DISTRIBUTION OF ASSETS UPON DISSOLUTION
The association may be dissolved with the assent given in writing and
signed by not less than two-thirds (2/3) of the members. Upon
dissolution of the association, other than incident to merger or
consolidation, the assets of the association shall be divided among
the members of the association who are in good standing and are
current in paying their annual dues or assessments.

-ARTICLE XIV-
FIRST MEETING
The founding members, who are the subscribers of the Articles of
Incorporation, or any one or more of them shall cause to be called a
first meeting of the members of the corporation, by giving not less
than seven (7) days written notice of the time and place of said
meeting to each of the members. At such meeting, the Bylaws of the
corporation shall be adopted and there shall be elected a President,
Vice President, Secretary and Treasurer of the corporation, a board
of not less than three (3) nor more than five (5) directors, and such
other officers as may be provided for in the corporate Bylaws. Voting
by proxy shall be permitted.

The number of directors to be elected, the term of their office and
their qualifications, their successorship, and the term of office and
qualifications of the other officers to be elected at said meeting be
as prescribed and fixed by the Bylaws of the corporation.

-ARTICLE XV-
AMENDMENT
Amendment of these Articles shall require the assent of seventy-five
percent (75%) of the entire membership.

Todd A. Ulman
Angela Goethberg
Joe Sizemore
Yanya Rebson
STATE OF WYOMING
COUNTY OF NATRONA

I hereby certify that on this 25th day of December, 1992, personally appeared before me Todd A. Ulman, who being first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Witness my hand and official seal.

[Signature]

My Commission expires: May 23, 1993

Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

I hereby certify that on this 9th day of December, 1992, personally appeared before me Angela Gothaugh, who being first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Witness my hand and official seal.

[Signature]

My Commission expires: May 13, 1993

Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

I hereby certify that on this 15th day of December, 1992, personally appeared before me Joe Sizemore, who being first duly sworn, declared that he is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Witness my hand and official seal.

[Signature]

My Commission expires: May 13, 1993

Notary Public

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530304
STATE OF WYOMING } ss
COUNTY OF NATRONA }

I hereby certify that on this 11th day of December, 1993, personally appeared before me Tanya Nibson, who being first duly sworn, declared that she is the person who signed the foregoing document as incorporator, and that the statements therein contained are true.

Witness my hand and official seal.

My Commission expires: 1-19-94

[Signature]
Notary Public
BY-LAWS
OF
GOTHEBERG HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

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

ARTICLE II
DEFINITIONS

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

Section 2. "Common Use Area" shall mean the dedicated roadway which crosses Gotheberg Subdivisions No. 1 and 2, Natrona County, Wyoming as defined and set forth in the Declaration of Covenants, Conditions and Restrictions.

Section 3. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions applicable to the properties as recorded in the office of the Recorder of Deeds of County, as Instrument No. 530304.

Section 4. "Declarants" shall mean and refer to those owners of Lots 1 through 20 in Gotheberg Subdivisions No. 1 and 2 or their successors and assigns who by signing these By-Laws and the Declaration of Covenants, Conditions and Restrictions have consented to join the GOTHEBERG HOMEOWNERS ASSOCIATION.

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

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

Section 8. "Lot" shall mean and refer to Lots 1 through 20 in Gotheberg Subdivisions No. 1 and 2 but excluding those lots in which the
present owners have refused to join the Association.

ARTICLE III
MEETING OF MEMBERS

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

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

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

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

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

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of four (4) directors, who must be members of the Association in good standing.

Section 2. Term of Office. At the first annual meeting, the members shall elect four (4) directors for a term of one (1) year, and at each annual meeting thereafter, the members shall elect at least four (4) directors for a term of one (1) year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

DATE 19 Oct 20
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In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members.

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

ARTICLE VI

MEETINGS OF DIRECTORS

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

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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been paid, such certificate shall be conclusive evidence of such payment.

(e) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign and shall co-sign all checks.

Vice-President

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

**Secretary**

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

**Treasurer**

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

**ARTICLE IX**

**COMMITTEES**

The Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**

**BOOKS AND RECORDS**

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

**ARTICLE XI**

**ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which will not exceed $50 per year which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the due date at the rate of 1% per annum, and the Association may bring action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by notice of the Condominium or abandonment of his Lot. In the event a lot owner does not elect to become a member of the Association and does not execute the
Declaration of Covenants, Conditions, Restrictions to be filed in the office of the Natrona County Clerk, then such lot owner shall not be a member of the Association and shall not be required to pay the annual assessments; however, should such non-member lot owner, or his successors and assigns subsequently desire to become members of the Association then the Board of Directors shall, at their sole discretion, shall determine the amount of money such non-member shall pay to join the Association.

ARTICLE XII

CORPORATE SEAL

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

ARTICLE XIII

AMENDMENTS

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

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

ARTICLE XIV

MISCELLANEOUS

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

DATED this __ day of __, 1992.

[Signature]
Secretary

[Signature]
President
TO WHOM IT MAY CONCERN:

We submit the signed PETITION TO CHANGE PROTECTIVE COVENANTS FOR GOTHBERG, A SUBDIVISION IN NATRONA COUNTY, WYOMING.

The signatures on the petitions are the record or contract-for-deed owners of lots 13 to 20 inclusive of Gorthberg Subdivision No. 2, a subdivision of a portion of the SW 1/4 of SW 1/4, Sec. 33, T33N, R80W, Natrona County, Wyoming.

The petition changes the PROTECTIVE COVENANTS FOR GOTHBERG, A SUBDIVISION IN NATRONA COUNTY, WYOMING as follows:

(b) No mobile homes shall be placed or permitted on any residential lot 13 to 20 inclusive after the date of approval for this petition signed by a majority of the lot 13 to 20 owners.

In the PROTECTIVE COVENANTS FOR GOTHBERG, all references to "mobile home or homes" will be changed to "modular home or homes."

GOTHBERG SUBDIVISION HOMEOWNERS INC.
Wendy Atkinson, President
Rod Dillman, Vice President
Joe Sizemore, Secretary Treasurer

NO SEAL AVAILABLE

5-31-94
5-31-94
STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Wendy Atkinson, this 31st day of May, 1994.

[Notary Seal]

My Commission Expires: May 26, 1997

RENEA A. VITTO  
Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Tod Ulman, this 31st day of May, 1994.

[Notary Seal]

My Commission Expires: May 26, 1997

RENEA A. VITTO  
Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Joe Sizemore, this 31st day of May, 1994.

[Notary Seal]

My Commission Expires: May 26, 1997

RENEA A. VITTO  
Notary Public

PAGE 2 OF 5

545065
PETITION TO CHANGE PROTECTIVE COVENANTS FOR GOTHBERG
A SUBDIVISION IN NATRONA COUNTY, WYOMING.

The undersigned are the record or contract-for-deed owners of lots 13 to 20 inclusive of Gothberg Subdivision No. 2, A subdivision of a portion of the SW 1/4 of SW 1/4, Sec. 33, T33N, R80W, Natrona County, Wyoming and petition to change the PROTECTIVE COVENANTS FOR GOTHBERG, A SUBDIVISION IN NATRONA COUNTY, WYOMING as follows:

(b) No mobile homes shall be placed or permitted on any residential lot 13 to 20 inclusive after the date of approval for this petition signed by a majority of the lot 13 to 20 owners.

In the PROTECTIVE COVENANTS FOR GOTHBERG, all references to "mobile home or homes" will be changed to "modular home or homes."

signature and date:

Angela Gothberg 5-19-94 Lot 13
Lot 14
Lot 15

5-18-94 5/18/94 Lot 16
Angela Gothberg 5-19-94 Lot 17
Angela Gothberg 5-19-94 Lot 18
Wendy V. Abegg 5-18-94 Lot 19
Angela Gothberg 5-19-94 Lot 20

PAGE 3 OF 5
PETITION TO CHANGE PROTECTIVE COVENANTS FOR GOTHBERG
A SUBDIVISION IN NATRONA COUNTY, WYOMING.

The undersigned are the record or contract-for-deed owners of lots 13 to 20 inclusive of Gothberg Subdivision No. 2, A subdivision of a portion of the SW 1/4 of SW 1/4, Sec. 33, T33N, R80W, Natrona County, Wyoming and petition to change the PROTECTIVE COVENANTS FOR GOTHBERG, A SUBDIVISION IN NATRONA COUNTY, WYOMING as follows:

(b) No mobile homes shall be placed or permitted on any residential lot 13 to 20 inclusive after the date of approval for this petition signed by a majority of the lot 13 to 20 owners.

In the PROTECTIVE COVENANTS FOR GOTHBERG, all references to "mobile home or homes" will be changed to "modular home or homes."

Signature and date:

Lot 13

Vicky L. Ferguson 5/25/94

Lot 14

Lot 15

Lot 16

Lot 17

Lot 18

Lot 19

Lot 20
PETITION TO CHANGE PROTECTIVE COVENANTS FOR GOTHBERG
A SUBDIVISION IN NATRONA COUNTY, WYOMING.

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In the PROTECTIVE COVENANTS FOR GOTHBERG, all references to "mobile home or homes" will be changed to "modular home or homes."

Signature and date:

Lot 13
Lot 14
Lot 15
Lot 16
Lot 17
Lot 18
Lot 19
Lot 20

possibly modular homes could be restricted to wood or wood-faasimile exteriors.

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