DECLARATION OF
HIDDEN LAKE VILLAGE PROTECTIVE COVENANTS
AND
HOMEOWNERS ASSOCIATION AGREEMENT

WHEREAS E. Whitcomb is the owner of Lots 1 through 26 in
Hidden Lake Village, a Subdivision in Natrona County, Wyoming,
with the exception of the area shown as Lot 7 on the Subdivision
plat, which is owned by Ronald A. Pickering and Donna J.

Pickering, husband and wife, and with the exception of the area
shown as Lot 8 on the subdivision plat, record owners of which
are Gary W. Brown and Gale Scott Whitcomb, and with the exception
of the area shown as Lot 9 on the subdivision plat, which is
owned by Calvin R. Spurrer and Margo F. Spurrer, husband and
wife, and

WHEREAS the said 26 lots are all of the lots in Hidden Lake
Village, a subdivision of a portion of Lots 8, 9 and 10, and the
SE¹ of the NW¹ of Section 18, Township 32 North, Range 79 West
of the Sixth Principal Meridian, Natrona County, Wyoming, all
as described and set out in the Plat of Hidden Lake Village Sub-
division, filed in the Office of the County Clerk and Ex-Officio
Register of Deeds in and for Natrona County, Wyoming, to which
these covenants are attached as an exhibit, and

WHEREAS the said owners desire to set up Protective Covenants
for the purpose of protecting and enhancing property values in
said subdivision, which comprises 65.582 acres, more or less, as
shown on said plat, and desire to establish a Homeowners Associa-
tion for the purposes of insuring reasonable assessment rates for
the maintenance of roads within the subdivision along the roadway
easements reflected on the Subdivision Plat, and bringing in
electrical service if the majority of the owners determine to
do so, and for the development of the common grounds, additional
to the streets and roads, reference being primarily to Lot 15,
as shown on the plat, which is to be a recreation and
park area for the lot owners, and for such other purposes as
a majority of the members of the Homeowners Association may
desire, and to encourage lending and insuring agencies to
finance and insure lenders to enter into mortgage loans.

NOW, THEREFORE, the undersigned owners do hereby subject the
lands of said Hidden Lake Village Subdivision, with the exception
of Lot 15 thereof, to the following covenants, charges and
assessments to be administered by a Homeowners Association to
be known as the Hidden Lake Village Homeowners Association,
which may be incorporated or unincorporated, which shall have
the membership and powers hereinafter specified, to the end that
said Lots 1 through 14 and 16 through 26 shall be held, transferred,
sold and conveyed subject to the covenants and the Homeowners
Association provisions hereinafter set out, which shall be
covenants and conditions running with said lands the same as
though set out in any deed or other legal or equitable conveyance
of the Subdivision lands or lots.

ARTICLE I
PROTECTIVE COVENANTS

1. Lot Size. No lot may be less than two acres in size,
and no lot may be subdivided unless the portion of the original
lot remaining after being subdivided is two or more acres in size,
and unless the portion subdivided from it is two acres or more
in size.

2. Improvements. The approval of the Hidden Lake
Village Homeowners Association by action of the Board of
Directors or Trustees, or its Architectural Committee, if one
has been designated, shall be required for plans and specifica-
tions for construction of dwellings, cabins, housing units,
permanent foundations for modular homes, and for smaller
permanent buildings or sheds, pet shelters, and fencing, for
aesthetic harmony and location and suitability, prior to con-
struction, as to all such structures constructed in the sub-
division after the Homeowners Association is organized. Prior thereto such approval by a majority of the above named lot owners and purchasers shall be required. Any member of the said Homeowners Association shall be eligible for appointment to the Architectural Committee. The construction and installation of such improvements shall be subject to the following Protective Covenants, unless variance is specifically granted by the Homeowners Association, or its Architectural Committee, if one has been designated, or by a majority of the hereinabove named owners and purchasers if requested prior to the establishment of the Homeowners Association, and the said owners, Homeowners Association, or Architectural Committee, if one has been appointed, each are hereby empowered to grant variances hereunder. Appeals may be made from the rulings of the Architectural Committee's decisions to the Homeowners Association, which may make a final decision by majority vote of its Board of Directors.

3. Restrictions. Owners and purchasers of lots in the subdivision may place improvements on them subject to the following conditions:

a. Housing Units. Cabins, dwellings or housing units shall be set back not less than 25 feet from the front, rear and side lot lines. Only one dwelling, cabin, or housing unit may be constructed on a lot, and shall contain not less than 690 square feet of useable, enclosed living space, exclusive of any cellar, basement, porch, terrace and garage. Private garages may be built which will accommodate not to exceed two motor vehicles but may include space for snowmobiles, motorcycles, bicycles, wood storage, etc., for the family.

b. Old Buildings. No old buildings may be moved onto the lots for living quarters. Cabins, dwellings or housing units must be newly constructed.
Temporary sheds, tents, mobile homes, or shelters for use during construction of authorized buildings may be placed on lots during the actual period of construction by the contractor, or by the lot owner if he is constructing the housing unit, but such temporary accommodation shall be removed within ten days from date of completion of construction of the dwelling unit. In no event shall such temporary structures be on the lot more than nine (9) months. Permanent small buildings or sheds may be constructed and used if in aesthetic harmony with the dwelling unit, subject to approval of the Homeowners Association or its Architectural Committee.

c. **Fencing.** Only buck rail fencing may be used to fence lots. Fences shall be neat, orderly and sightly, on or adjacent as nearly as practicable to the lot lines. In no event shall a fence be placed beyond his lot line by an owner.

d. **Condition of Lot.** No owner shall permit his lot to become in such condition as to depreciate the value of adjacent property. The owner of each lot shall not permit the accumulation of rubbish, trash, junk, junk cars of any kind, unlicensed cars, appliances, tin cans, bottles, rags or debris. Each lot owner shall be responsible for solid waste disposal, and for removal of same from his premises.

e. **Shop or Office Structure.** The subdivision developer may place a shop or office structure on selected premises for use during the actual construction of a permitted structure and for use during the period when lots are being sold.

f. **Modular Homes.** A modular home may be used as a housing unit or residence by an owner if it is placed on a permanent foundation.
g. Metal Buildings. No metal buildings shall be allowed on any lot in the Subdivision. Metal roofing and metal siding which has enameled or vinyl coating or covering may be used if aesthetically suitable and approved.

h. Cutting of Timber. Timber on Lots 1 through 14 and 16 through 26 shall not be cut unless necessary to make a roadway to the site for the cabin dwelling unit and to clear a site for the dwelling unit, except for the removal of dead wood.

i. Electricity. If electrical service is brought to the subdivision, dwelling units and all buildings serviced with electricity shall be adequately wired for use of electricity prior to installation of electricity therein and such wiring shall be in full compliance with the applicable county and state codes or regulations.

j. Utility Easements. A ten foot strip along the front line of each lot, and a five foot strip along all interior and side lot lines, each side, is hereby reserved for utility easements, including electrical, telephone and TV.

4. Pets. Lot owners who keep pets on their premises shall provide proper shelter which shall be in aesthetic harmony with the dwelling unit, which shall be maintained in good condition, and shall keep the premises clean and sanitary at all times. In the event of disagreement in this respect, the decision of the Natrona County Health Officer shall control.

5. Sanitation and Sanitary Facilities. To safeguard such water as is there from contamination, and provide healthful sanitary conditions, Lots 1 through 14 and 16 through 26, may, upon individual approval for same by the health officer for the Casper–Natrona County Health Department, use septic tanks for waste disposal, and his approval of the installation of any
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

No livestock shall be kept on or in Lot 15; no vehicles, cars, trucks or motorcycles shall be used in Lot 15 except in connection with construction of improvements, and except for fire trucks, in connection with water there. Barbecue pits may be used, such as incinerating sanitary facilities, gas or electric.
be set up. There shall be no fires in the Lot 15 area unless in a prepared place. Lot owners and purchasers and members of their families, and their guests who use the pond shall do so at their own risk. Boating in the pond is prohibited.

7. Interference with Natural Drainage. There shall be no grading or contouring which will stop, dam up, or otherwise interfere with the natural drainage of surface waters unless specifically authorized by the Homeowners Association, or its Architectural Committee.

8. Mutual Considerations. The covenants and restrictions herein contained are mutual considerations accepted and entered into by and among all purchasers and owners, legal or equitable, of lots or parcels of land in the Hidden Lake Village Subdivision and shall, subject to specific variances granted as herein provided, be covenants running with the land, binding upon all such owners, including those purchasing under an Agreement or Contract for Warranty Deed, and upon the heirs, personal representatives, successors and assigns of lot owners and purchasers, provided, however, they may be amended, changed or altered by a two-thirds vote of the Board of Directors of the Hidden Lake Village Homeowners Association, or by a majority vote of all the members of the Association, each lot owner or purchaser having one vote for each lot owned or being purchased under written contract or agreement for deed, as set out in the Hidden Lake Village Homeowners Association provisions which follow in Article II, which amendments, changes or alterations shall be reduced to writing, and executed by the President and Secretary of the Association and filed in the office of the County Clerk of Natrona County.

9. Enforcement. These Protective Covenants and determinations of the Homeowners Association and its Architectural Committee shall be enforced by any proceeding at law or in equity which may be brought by any member of the Hidden Lake
Village Homeowners Association, or by the Association itself, against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

10. Saving Clause. Invalidation of any one of these covenants, provisions or restrictions by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE II

HIDDEN LAKE VILLAGE HOMEOWNERS ASSOCIATION

The Hidden Lake Village Homeowners Association, herein-after also referred to as The Association, is established for the purposes of insuring reasonable assessment rates for the maintenance of roads within the subdivision along the roadway easements reflected on the Subdivision Plat which are dedicated to the common use and enjoyment of the owners and purchasers of lots in the Hidden Lake Village Subdivision, subject to reservation of the option and right by E. Whitcomb, developer, to dedicate Aspen Way to the public at some future time, or to request the Association to do so if she has transferred the roadway easement dedicated to Subdivision owners and purchasers, to it, in the event it becomes a roadway used to connect other subdivision developments to the county road known as Micro Road; of promoting protection from forest fires and cooperating with other agencies to that end; of bringing in electrical service if the majority of the owners and purchasers determine to do so after not less than fourteen (14) lots have been sold by the developer and have owners and purchasers other than herself; of developing common grounds (other than the roadway easements), reference being primarily to Lot 15, as shown on the plat, which is a recreation and park area for the lot owners and purchasers, and to enforce the related protective covenants, and for such other purposes as

* See addendum on page 15.
a majority of the members of the Homeowners Association may desire.

1. Nonprofit. The Association shall be a non-profit Wyoming Corporation or association.

2. Membership. All persons, corporations and associations who acquire the title in fee of one or more lots in said Subdivision, and all persons, corporations and associations who are purchasing one or more lots under a contract or agreement of purchase, shall automatically become members of the Hidden Lake Village Homeowners Association, subject to the proviso that there shall be only one vote per lot or segregated building site, except no person or corporation or association taking title as security for the payment of money, or the performance of any obligation, shall thereby become entitled to membership.

   a. In the event a lot is owned of record in joint tenancy or as a tenancy in common, or if two or more persons are purchasing a lot under a contract or agreement of purchase, the membership, as to such lot, 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 lot, or of all purchasers under said contract or agreement of purchase, respectively, to the end that the owners of each lot have one (1) vote per lot owned.

   b. Membership in the Association shall lapse and terminate when any member ceases to be the owner of a lot, or a purchaser of a lot under a contract or agreement of purchase, by reason of assignment of interest therein or otherwise.

   c. A lot, for the purpose of membership, assessment and voting, shall be a tract of land in the Subdivision which shall be not less than two acres in size, and thus constitute a building site.

3. Common Area. The common areas shall be the roadway easements which provide access to the lots, and are dedicated to the use and enjoyment of the owners and purchasers of lots in the Subdivision, and Lot 15, which shall be a recreation and park area, and any other area which the Association may acquire for the purpose of making it a common area, provided, however:

   a. Access to Lot 1 shall be via the roadway designated Gypsy Trail in the Wildflower Vista Subdivision, unless and until Aspen Way is dedicated to the public; and

   b. Access to Lot 26 shall be by a private easement of way starting at the northerly end of Aspen Way, as may access for any building site created by segregating a part of Lot 25.

The dedicated roadway easements shall be transferred to The Association, subject to Aspen Way later being made a public road and dedicated to the public by E. Whitcomb, or by The Association upon receipt of a written request from E. Whitcomb,
which The Association shall be bound to honor in the event it should connect to Subdivision or subdivisions to the north; and Lot 15 shall be transferred to The Association, as provided in paragraph numbered 6 of the Protective Covenants, subject to reversion to her on the conditions set out in said paragraph numbered 6.

4. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, and may extend this to his family, his guests, invitees and tenants and contract purchasers.

5. Powers of the Hidden Lake Village Homeowners Association. The Association shall have the power:

a. To enforce the provisions of the Hidden Lake Village Protective Covenants;

b. To levy assessments for the maintenance of the roads along the roadway easements, including Aspen Way even though it becomes dedicated to the public, unless a governmental authority assumes the responsibility for its maintenance or subsequent to such dedication, and for the care and development of common areas other than the roads, including the park and recreation areas; and for any costs it incurs in caring for vacant, unimproved and unkempt lots in the Subdivision which is necessary, in the judgment of The Association, to keep property neat and in good order so as to prevent deterioration of property values, and for minimizing any potential fire hazard; and for costs in bringing in electricity in the event a majority of the owners and purchasers vote to do so; and for taxes and assessments, if any, which may be levied by any governmental authority, upon roads and parks in said Subdivision, or upon any other property in the Subdivision owned by The Association; and to pay for any lawful action which The Association may take which a majority of the members may desire or deem necessary as being in the best interests of the Subdivision and the recreation, health, safety and welfare of its members.

c. 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 and lots therein, and to pay all costs and expenses in connection therewith.

d. 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; to pay all licenses, franchises, taxes, and governmental charges levied or imposed against property of the Association; which annual charges fixed by The Association shall become
a lien on said property as soon as due and payable; to determine, through its Board of Directors, settlement of such liens.

6. Creation of the Lien and Personal Obligations of Assessments. The developer, for each lot or building site owned by her, hereby covenants, and the owner and purchaser of each lot or building site, signatory hereto, his heirs, successors and assigns, by signing this Declaration, and each person, corporation or association who accepts a deed or executes a contract to purchase a lot or building site within the Subdivision, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

a. The annual assessments or charges;

b. Special assessments for capital improvements;

e same to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees, if any, for collection shall constitute a charge on the land and shall be a continuing lien upon the lot except as hereinafter provided (being deemed to be each lot shown on the original subdivision plat or as divided by separate conveyances from the developer) against which such assessment is made.

7. The annual assessment per lot or building site shall be $15.00 per annum unless and until changed by the Association, and the first such assessment shall be for the year commencing June 1, 1979. The annual assessment, and any special assessment, shall be levied not less than 35 days prior to June first (1st) of each year. It shall be the duty of the Association to notify all owners whose addresses are listed with it by mailing postage prepaid, on or before the first day of May of each year, the amount of the assessment or assessments, the due date, and the amount of the annual assessment on each lot or building site.

Failure of the Association to make the assessment on or before April 30th (35 days prior to June 1st) or to mail the notice of assessment or any other May 1st, or at any other time, shall not invalidate such assessment if it be made later, with thirty (30) days notice given before the due date, and the assessment shall become due and payable not later than thirty (30) days from the date of the mailing of the late notice of assessment. If timely made the due date for payment of the assessments shall be June 1st of each year. The amount of the annual assessment may be increased by the Board of the Association, and it may be increased by the Board in an amount not greater than ten per cent (10%) of the prior year's assessment, on a year to year basis.

In the event an increase exceeding ten per cent (10%) is deemed necessary, a majority vote of all owners and purchasers of lots and building sites shall be required in order to effectuate such increase. Special assessments for capital improvements may be made only by a majority vote of all members of the Association. Notice of meetings of members to fix assessments, (annual assessment calling for more than 10% increase over the prior year, and special assessments) shall be mailed not less than 30 nor more than 60 days prior to the meeting.

8. The assessment or assessments 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 or purchasers to pay the assessment on or before thirty (30) days after the due date, then such assessment shall bear interest at the rate of ten per cent (10%) per annum from said due date. 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, together with costs and reasonable attorney fees, if any. 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 created in this manner may be foreclosed pursuant to the mortgage foreclosure laws of the State of Wyoming by suit or by advertisement under a power of sale. Such liens shall continue for a period of five years and no longer, unless within such time suit has been filed for the collection of the assessment, accrued interest, costs and reasonable attorney fees, in which case the lien shall continue until the termination of said suit.

9. Prior to the actual organization, or incorporation, of the Hidden Lake Homeowners Association contemplated by the terms of this Declaration, the parties signatory to this instrument, acting by a majority vote, shall have the right, at their option, or at the option of a majority of them, to perform the duties and obligations and exercise the powers herein given to the Association in the same manner and capacity as though all of such powers and duties were herein given to them, and if they desire to have the developer, E. Whitcomb, assume such duties and the performance of such obligations, she may the same as though all such powers and duties were herein given to her. No association contemplated under the terms of this Declaration shall be formed or incorporated without the consent of E. Whitcomb, who shall be a member or an incorporator. The Association, if incorporated, shall have not less than five directors, and if unincorporated, not less than five trustees or directors, and it shall have the right to adopt such by-laws 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 carry out adequately and properly the provisions of this Declaration.

10. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon E. Whitcomb and the other persons executing it, and upon their successors and assigns.

11. In the event that the Hidden Lake Village Homeowners Association, or the parties signatory hereto, or E. Whitcomb, shall fail to maintain the roads, or in the event the Association or they shall collect or attempt to collect from the owners of the lots and building sites in the subdivision or any of them assessments in excess of those set out herein, or such other assessments as may be established in accordance with this Article, then any owner, or mortgagee or any person, firm, association or corporation issuing 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 of right to the entry of an order appointing a receiver or other officer appointed by the Court to take charge, operate and maintain the roads for the benefit of the owners of such lot, mortgagees or any person, firm or corporation issuing any mortgage on any lot, with the full
right to collect the charge for services at the rates set forth herein, or such other rates as may have been established in accordance with this Article. 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.

12. The liability and duties of The Association or of the signatories or of E. Whitcomb to operate and maintain the road 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 either of them any duties or liability other than to maintain such road system out of the assessment monies provided for in this Article.

Dated this 29 day of September, 1977.

E. Whitcomb

Ronald A. Pickering

Donna J. Pickering

Gary W. Brown

Sage Scott Whitcomb

Calvin R. Spurrier

Hargo F. Spurrier

STATE OF WYOMING )
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by E. Whitcomb this 29 day of September, 1977.

Sandra L. Stecher
Notary Public
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by 
Ronald A. Pickering and Donna J. Pickering, husband and wife, 
this 27th day of OCTOBER, 1977.  

[Signature]
Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by 
Gary W. Brown this 3rd day of OCTOBER, 1977.  

[Signature]
Notary Public

STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by 
Calvin R. Spurrier and Margo F. Spurrier, husband and wife, 
this 3rd day of OCTOBER, 1977.  

[Signature]
Notary Public
CONFIRMATION AND RATIFICATION

The foregoing Declaration of Hidden Lake Village Protective Covenants and Homeowners Association Agreement is hereby ratified, confirmed and approved by the undersigned, who are purchasers from legal title owners Gary W. Brown and Gale Scott Whitcomb under a Contract of Sale of the area shown as Lot 8 on the related plat.

James W. Parkinson

Donna L. Parkinson

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by James W. Parkinson and Donna L. Parkinson, husband and wife, this 29th day of September, 1977.

Patrick M. Sherwood
Notary Public

Addendum: This shall not preclude a lot purchaser from providing electricity for his lot at his expense.

This Addendum is added for purposes of clarification.

Dated this 14th day of November, 1977.

Gale Scott Whitcomb

E. Whitcomb

Calvin R. Spurrier

Ronald A. Pickering

Margo F. Spurrier

Donna J. Pickering

Donna L. Parkinson

Gary W. Brown

James W. Parkinson
DECLARATION OF HIDDEN LAKE VILLAGE PROTECTIVE COVENANTS AND HOMEOWNERS ASSOCIATION AGREEMENT

REVISED BY THE BOARD OF DIRECTORS OF THE HIDDEN LAKE VILLAGE JUNE 1999

Preamble: At the request of the membership of the Hidden Lake Village Subdivision, the Board of the Hidden Lake Village Subdivision was directed to rewrite the covenants to remove items that no longer bind the association and to simplify the previous covenant document. This revision continues to protect the property described in the subdivision plat on file in the Office of the County Clerk of Natrona County, Wyoming and completely replaces the Declaration of Hidden Lake Village Protective Covenants and Homeowners Agreement dated September 29, 1977 and recorded December 21, 1977 in Book 69 of Miscellaneous at Page 245 of the Public Records of Natrona County, Wyoming.

WHEREAS the 26 lots are all of the lots in Hidden Lake Village, a subdivision of a portion of Lots 8, 9 and 10 and the SE 1/4 of the NW 1/4 of Section 18, Township 32 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, all as described and set out in the Plat of the Hidden Lake Village Subdivision, filed in the Office of the County Clerk in and for Natrona County, Wyoming, to which these covenants will be attached and,

WHEREAS the said Lot owners desire to set up Protective Covenants for the purpose of protecting and enhancing property values in said subdivision, which comprises 65.582 acres, as is shown on said plat, and desires to establish a Homeowners Association for the purpose of insuring reasonable assessment rates to conduct reasonable administration of the affairs of the Homeowners Association, and for such other purposes as an affirmative vote of three-fourths (3/4) membership of the Homeowners Association may desire, and to encourage lending and insuring agencies to finance and insure mortgage loans.

ARTICLE I
PROTECTIVE COVENANTS

1. LOT SIZE. No lot may be less than two acres in size and no lot may be subdivided unless the portion of the original lot remaining after said subdivision is of two or more acres in size. Any lot so subdivided must be subject to the covenants and regulations regarding land subdivision as enforced by the State of Wyoming and Natrona County, Wyoming.

2. IMPROVEMENTS. The approval of the Hidden Lake Village Homeowners Association by the action of the Board of Directors and/or its Architectural Committee shall be required for plans and specifications for the construction of dwellings, cabins, houses, permanent foundations for modular homes, and for smaller permanent structures and fencing, for aesthetic harmony, location and suitability, prior to said construction within this subdivision. No manufactured homes except for modular homes built under the State of Wyoming accepted Uniform Building Code may be used as a permanent residence. Modular homes must be placed upon a permanent foundation. Each lot in the Hidden Lake Village Subdivision shall be used for one single family residence and in no case shall camps, bed and breakfast or other lodging/rental facilities be allowed. Requests for improvements must be submitted in writing to the Homeowners Association at the following address: Hidden Lake Village Homeowners Association, Casper Mountain Route, Box 32, Casper, Wyoming 82601. The Board of Architectural Committee shall have 30 days from receipt to issue a written response (two-thirds (2/3) vote of approval by the Board of Directors or Architectural Committee will be required for approval). In the event no response is received, the property or lot owner shall in effect have approval to proceed, bound however, by the protective covenants.

3. RESTRICTIONS. Owners and purchasers of lots in the subdivision may place improvements on them subject to the following conditions:

a. HOUSING UNITS. Setbacks from the public roadways (Aspen Way and Misty Mountain Road) and from lot boundaries, drainages, springs and other environmental considerations must be according to the health and building codes of Natrona County, Wyoming. Only one dwelling, cabin or housing unit may be constructed on a lot, and shall not contain less than 690 square feet of usable, enclosed living space, exclusive of any garage or basement, porch, terrace or garage. No manufactured homes except for modular homes built under the State of Wyoming accepted Uniform Building Code may be used as a permanent residence. Modular homes must be placed upon a permanent foundation. No metal buildings shall be allowed on any lot in the subdivision. Metal roofing or siding may be used if aerodynamically suitable. Electric service, water wells and septic facilities must be permitted and be constructed within the building and health codes of Natrona County, Wyoming and the State of Wyoming.

Jenal Collins

Page No. 1
b. OLD BUILDINGS. No older buildings may be moved onto lots for permanent living quarters. All
construction must be new. Temporary sheds/shelters used during construction of permanent authorized
buildings must be removed within 15 days of the finalization (unless an extension is approved by the Board of
Directors or Architectural Committee) of the permanent structure. In no event shall temporary structures be
on the lot for more than 6 months.

c. FENCING. Lots may be fenced with materials that preserve the natural beauty of the forest environment
including buck rail, wood rail, stone and wood, picket or other materials as approved by the Architectural
Committee and/or Board of Directors. Wire, chain link or other metal fencing will not be allowed.

d. LOT CONDITION. No owner shall permit his lot to become in such condition to depreciate the value of
adjacent property. Each lot owner will be held solely responsible for the removal of waste from the property.
Failure to do so may result in action taken by the Homeowner's Association as outlined in Article II, Section
4b.

e. CUTTING OF TIMBER. Timber should only be cut as to provide access or site clearing for housing units.
All lot owners are encouraged to participate actively in managing their property for potential forest fire and
other timber removal should be under the direction or plan of a forestry stewardship program or fire official.

f. UTILITY EASEMENTS. Concurrent with Natrona County, Wyoming, zoning easements; each lot line on
its interior and side shall allow five feet as utility access. A ten foot strip is allowed along the public roads
known as Aspen Way and Misty Mountain Road. Conflicts regarding the placement of utilities will be
resolved by the parties concerned and the Board of Directors or Architectural Committee. In no case may
one owner utilize the easement on other properties without notifying in writing the owner (s) of said lot (s).

4. PETS. All pet owners will provide proper shelter for their animals that is in aesthetic harmony with the
main structure; and also maintained to the standards of the Natrona County Health Department.

5. INTERFERENCE WITH NATURAL DRAINAGE. There shall be no grading or contouring which will
interfere with the natural drainage of surface waters unless authorized by the Board of Directors of the
Homeowners Association or its Architectural Committee.

6. MUTUAL CONSIDERATIONS. The covenants and restrictions herein contained are mutual considerations
accepted and entered into by and among all purchasers and owners, legal or equitable, of lots or parcels of land in
the Hidden Lake Village Subdivision and shall, subject to specific variances granted herein provided, be covenants
running with the land, binding upon all such owners, including those purchasing under an Agreement or Contract
for Warranty Deed, upon the heirs, personal representatives, successors and assigns of lot owners and purchasers,
for the purpose of maintaining the character of the project. Any violation of these articles or amendments thereto
provided however, may be amended, changed or altered by the affirmative vote of three-fourths (3/4) of the
members of the membership of the Association defined in Article II Section 2. Changes or alterations will be executed in writing
by the President and Secretary of the Association and filed in the office of the County Clerk of Natrona County.

7. ENFORCEMENT. These Protective Covenants and determinations of the Homeowners Association and its
Architectural Committee may be enforced by any proceeding at law or in equity which may be brought by any
member of the Hidden Lake Village Homeowners Association or by the Association itself against any person (s)
violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations
or to recover damages or both.

8. SALES CLAUSE. Invalidation of any one of these covenants, provisions or restrictions by judgments or court
orders shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE II
HIDDEN LAKE VILLAGE HOMEOWNERS ASSOCIATION

The Hidden Lake Village Homeowners Association, hereinafter also referred to as the Association is established for the
purpose of promoting protection from forest fires and cooperating with other agencies to that end and to enforce the related
protective covenants and such other purposes as authorized by the affirmative vote of three-fourths (3/4) of the membership
of the Homeowners Association.

1. NONPROFIT. The Association shall be a non-profit Wyoming corporation or association which requires annual
recertification.

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2. MEMBERSHIP. All persons, corporations or associations who acquire the title in fee, or who purchase under contract or agreement of purchase, of one or more lots in said Subdivision, shall automatically become members of the Hidden Lake Village Subdivision, subject to the provisions that there shall be only one vote per lot, except no person, corporation or association taking title as security for the payment of money, or the performance of any obligation, shall thereby become entitled to membership. The voting power of each lot is one vote regardless of the number of individuals claiming title to said lot. Membership in the Association will terminate when ownership of a lot ceases. A lot, for the purpose of membership, assessment and voting, shall be a tract of land in the Subdivision, not less than two acres in size that complies with Article I, Section 1.

3. ROADWAYS. There are no common areas. Aspen Way and Misty Mountain Road are dedicated public roads. Access to Lot 15 is by a 20’ wide private easement and pedestrian access as platted across Lot 16. Access to Lot 25 is by a 30’ wide private easement starting at the north end of Aspen Way across the westerly and northerly boundaries of Lot 25 (see subdivision plat).

4. POWERS OF THE HIDDEN LAKE VILLAGE HOMEOWNERS ASSOCIATION.

   a) Enforcement of the provisions of the Hidden Lake Village Protective Covenants.
   b) Levy assessments against specific lot(s) for any costs incurred in caring for vacant, unimproved and unoccupied lot(s) in the Subdivision, to keep the property neat and in good order so as to prevent the deterioration of property values, and for minimizing any potential fire hazard; and to pay for any lawful action which the Association may take by the affirmative vote of three-fourths (3/4) of the membership of the Association which they deem necessary as being in the best interests of the Subdivision and the recreation, health, safety and welfare of its members.
   c) To do any and all lawful things and acts which The Association at any time, and from time to time, shall in its direction deem to be in the best interest of said Subdivision and the owners of the buildings and lots therein, and to pay all costs and expenses in connection therewith.
   d) 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 other expenses incident to the conduct of the business of the Association. The annual charges fixed by the Association shall become a lien on said property as soon as due and payable.

5. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS. Each person, corporation or association who acquires a deed or executes a contract to purchase a lot or building site within the Subdivision, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association: a) annual assessments or charges; b) special assessments which may be necessary to conduct the business of the Association. The annual and special assessments, together with interest at ten percent (10%), costs and reasonable attorney fees, if any, for collection shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original subdivision plat) unless forgiven by the affirmative vote of three-fourths (3/4) of the membership of the Association. The lien shall be superior to a mortgage lien created by any recorded mortgage.

6. ASSESSMENTS. The annual assessment per lot or building site shall be $30.00 per annum unless changed by the Association. The annual assessment, and any special assessment, shall be levied not less than 30 days prior to the annual meeting of the Association. It shall be the duty of the Association to notify all owners whose addresses are listed with it by mailing postage prepaid, the amount of the assessment(s), the due date and the amount of the annual assessment on each lot or building site. The assessment shall become due and payable not later than thirty (30) days from the date of mailing of the notice of assessment. The amount of the annual assessment may be increased by the Board of The Association, and it may be increased by the Board in an amount not greater than twenty (20%) percent of the prior year's assessment, on a year to year basis. In the event an increase exceeding twenty (20%) percent is deemed necessary, the affirmative vote of three-fourths (3/4) of the membership of the Association (each lot having one vote) shall be required to effectuate such increase. Special assessments may be made only by the affirmative vote of three-fourths (3/4) of the membership of the Association (each lot having one vote).

7. COLLECTION OF UNPAID ASSESSMENTS. The assessment(s) may become a lien on the real estate as soon as due and payable. In the event that an owner/purchaser fails to pay the assessment within thirty (30) days after the due date, the assessment shall bear interest at ten (10%) per cent per annum from the due date. The payment of any assessment, along 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 the jurisdiction of suits to enforce liens, together with associated court costs and reasonable attorney fees. 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 filed, The Association shall be entitled to collect from the owner(s) of the
property described in the assessment, a fee of twenty-five ($25.00) dollars, which fee is hereby declared to be a lien upon the real estate so described. In addition, all liens will include filing and release charges as incurred by The Association. The Board of Directors has the power to determine the settlement of such liens.

8. BOARD OF DIRECTORS. The Association, if incorporated, shall have not less than five directors and if unincorporated, not less than five trustees or directors and it shall have the right to adopt such by-laws 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 carry out adequately and properly the provisions of this Declaration. A member of the Board of Directors must be a property owner in the Hidden Lake Village Subdivision. In the event that there is no formal Architectural Committee, the Board of Directors may also serve as the Architectural Committee.

9. All of the provisions of this Declaration shall be deemed to be covenants running with the land.

Dated this ___________ day of ___________ 1999.

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ___________ day of ___________, 1999 by Jerald Cellmer of the Board of Directors of the Hidden Lake Village Subdivision.

Jerald Cellmer
President and Director

Notary Public

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ___________ day of ___________, 1999 by Dan Moore of the Board of Directors of the Hidden Lake Village Subdivision.

Dan Moore
Vice President and Director

Notary Public

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ___________ day of ___________, 1999 by Ingrid Borah, of the Board of Directors of the Hidden Lake Village Subdivision.

Ingrid Borah
Secretary and Director

Notary Public
STATE OF WYOMING  
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 12th day of June, 1999, by Alan Brooks, of the Board of Directors of the Hidden Lake Village Subdivision.

[Signature]
Notary Public

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this 27th day of June, 1999, by Mary Louise Zander, of the Board of Directors of the Hidden Lake Village Subdivision.

[Signature]
Notary Public
AN AMENDMENT TO

DECLARATION OF HIDDEN LAKE VILLAGE PROTECTIVE COVENANTS
AND
HOMEOVERS ASSOCIATION AGREEMENT

The undersigned, being the Owners of all of lots in said Hidden Lake Village Subdivision, Natrona County, Wyoming, certify that the said Declaration of Hidden Lake Village Protective Covenants and Homeowners Association Agreement dated September 29, 1977, and recorded December 21, 1977, in Book 69 of Miscellaneous at Page 245 of the Public Records of Natrona County, Wyoming, is amended as follows:

By adding to Article II, Hidden Lake Village Homeowners Association, on page 12 of said instrument, after paragraph 8 and preceding paragraph 9, the following:

"8-a. Provided that the liens described in the preceding paragraph shall be inferior to the mortgage lien created by any recorded mortgage."

Dated at Casper, Wyoming, this 27th day of July, A.D. 1981.

E. Whitcomb
Developer

Owner of Lots

Owner of Lots 13

Owner of Lots 23

Owner of Lots 21

Owner of Lots 8

Owner of Lots 5

Owner of Lots

Owner of Lots

Owner of Lots

State of Wyoming

County of Natrona

Acknowledged by E. Whitcomb, Developer, this 27th day of July, A.D. 1981.

[Signature]
Notary Public