PROTECTIVE COVENANTS

WHEREAS, Gary Whitcomb and Gale Scott Whitcomb are the owners of Lots numbered 0 through 26, being all of the lots included in Hogadon Pines, a subdivision of parts of Lots 5 and 9 and all of Lot 11, Section 18, Township 32 North, Range 79 West of the Sixth P.M., Natrona County, Wyoming, and desire to set up for said subdivision protective covenants for the purpose of maintaining values and setting up minimum areas for cabin sites with respect to Lots 1 through 24, which shall be used for cabin sites only, and providing certain restrictions with respect to fences around said cabin sites and with respect to Lots 0, 25 and 26, and giving notice that Lots 0, 25 and 26 may be used for purposes other than cabin sites, and

WHEREAS, plat of said subdivision has, prior to the execution of these Covenants been recorded in the office of the County Clerk of Natrona County, Wyoming, and

WHEREAS, the said owners, to effectuate the purpose above stated, desire to subject Lots 1 through 24 to each and all of the covenants, restrictions and reservations hereinafter set forth, which are for the benefit of the property and subsequent owners of said lots, and shall inure to the benefit of and pass with said property and each and every lot and part of lot thereof, and shall bind and apply to the successors in interest of any and all owners thereof;

NOW, THEREFORE, in consideration of the premises the undersigned, Gary Whitcomb and Gale Scott Whitcomb, do hereby impose upon Lots 1 through 24 of Hogadon Pines, a subdivision in Natrona County, Wyoming, of parts of Lots 5 and 9, all of Lot 11, Section 18, Township 32 North, Range 79 West, 6th P.M., Natrona County, Wyoming, the following Protective Covenants and restrictions:

1. Lots 1 through 24 shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth. To protect the owners of cabin sites against such improper use of surrounding and nearby cabin sites as will depreciate the value of their property; to conserve as far as practicable the natural beauty of said properties; to secure and maintain proper setbacks from lot lines; and, in general, to provide adequately for protection of the values of investments made by the purchasers of cabin sites therein and to prevent undue inconvenience to others in the area by any owner or user of cabin sites in Hogadon Pines.

2. No cabin or building shall be located on any lot site closer than 25 feet distant from any lot line for all sites covered by these Covenants, including any lot line of subdivided lots as hereinafter provided.
3. Fencing of lots is permitted, but fences shall be neat, orderly and sightly, on or adjacent as near as practicable to the lot line, and in no event over the lot line owned by the person or persons constructing the fence. Barbed wire and chicken wire shall not be used for fencing, either in whole or in part.

4. No cabin site shall consist of less than six-tenths (6/10) of an acre. Lots of one (1) acre or less may not be subdivided for cabin sites. The restrictions and requirements herein contained shall apply in all respects to both the original and any subdivided lot.

5. Sanitation facilities shall be the responsibility of purchasers of lots and shall meet the standards of the Natrona County Health Department and any other laws and regulations applicable, including nonpollution of water.

6. Timber in platted and dedicated roadways or customarily used trails cannot be cut without prior written approval by the Park Board of Natrona County, Wyoming, and prior to such approval, which shall be binding upon any other owner of lots in Hogadon Pines, there shall be first granted to each and all of said owners a thirty-day notice of pending application to the Park Board and opportunity for any proponents to appear at a Park Board meeting to register their protest to such timber cutting.

7. These Covenants shall run with the land and shall be binding upon all parties and all persons claiming lands under them until October 1, 1980, at which time said Covenants shall automatically be extended for successive periods of ten (10) years unless, by a vote of a majority of the then owners of lots in Hogadon Pines, it is agreed to change said Covenants in whole or in part.

8. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein while in effect, it shall be lawful for any other person or persons owning any real estate situate within the said subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

9. Lot numbered 0 may be used for appropriate commercial purposes. Lot numbered 25 and Lot numbered 26 may be used for suitable and appropriate purposes other than cabin sites, including light commercial, and not be subject to these Protective Covenants, except for fencing. These lots, 0, 25 and 26, may also be converted to cabin sites, and if so converted they shall be subject to the restrictive Covenants hereinabove set out.

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

Made, dated and signed the 20th day of October, 1969.
STATE OF WYOMING    )
                     ) SS
COUNTY OF NATRONA   )

The foregoing instrument was acknowledged before me this 20th day of October 1969, By Gary Whitcomb and Gale Scott Whitcomb.

Witness my hand and official seal.

THELMA RUTH LEWIS
Notary Public

My commission expires:
January 25, 1971
ADDITION TO

PROTECTIVE COVENANTS

WHEREAS, the original Protective Covenants for Hogadon Pines, a subdivision of parts of Lots 5 and 9 and all of 11, Section 18, Township 32 North, Range 79 West of the Sixth P.M., Natrona County, Wyoming, appear in Book 53 of Miscellaneous at page 613 and were recorded October 30, 1969 and given Instrument No. 93395, records of Natrona County, Wyoming, and

WHEREAS, the owners of said subdivision desire to make additional protective covenants for said subdivision to effectuate further the purposes of the original Covenants:

NOW, THEREFORE, in consideration of the premises the undersigned, Gary Whitcomb and Gale Scott Whitcomb, do hereby impose upon Lots 1 through 24 of Hogadon Pines the following Addendum to the original Protective Covenants and Restrictions:

(1) Only one single family dwelling, with a private garage capable of housing not to exceed four automobiles, may be erected on a cabin site. This restriction shall not prevent construction of a guest house and/or servants' quarters. No such garage, guest house or servants' quarters shall be erected prior to the construction of the principal dwelling. The principal dwelling on each cabin site shall have a minimum fully-enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, guest house and servants' quarters of 478 square feet.

(2) No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No unsightly growth, underbrush, refuse piles, junk piles, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner failing to comply with the above provisions the declarant, or its successors and assigns, shall have the right to enter upon the land and remove the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

(3) No construction shed, tent, shack, shanties, tar paper exteriors or other temporary structure shall at any time be used as a residence either temporarily or permanently.

(4) No temporary building may be moved onto or constructed on any lot in said subdivision, with the exception of temporary shop or office structures erected by the developer or subdivider during the actual bona fide construction of a permitted structure upon the premises, provided the subdivider or developer agrees to remove such temporary shop or office structure within five (5)
days after the final completion date of his construction activities on the premises.

(5) No advertising signs (except one "For Rent or For Sale" sign per lot), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of said lots; nor shall the premises be used in any way for the purposes which may endanger the health or unreasonably disturb the holder of any lot in Hogadon Pines; except that there may be appropriate advertising by the developer or subdivider for advertising purposes.

(6) Notwithstanding the foregoing a trailer may be used as a residence of the owner and his family or a contractor during construction by or for such owner of a cabin site, for the erection of the said single family dwelling. In no event shall such trailer be allowed to be on any such lot for longer than 365 days from the first date/day of construction.

(7) Except as herein provided, no trade, business, profession or other type of commercial activity shall be carried on upon any of the lots covered by these restrictions with the exception of Lots 0, 25 and 26, which may be used for appropriate commercial purposes, and not be subject to these protective covenants, except for fencing.

Made, dated and signed the 17th day of September, 1970.

Gary Whitcomb

Gale Scott Whitcomb

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 17th day of September, 1970, by Gary Whitcomb and Gale Scott Whitcomb.

Witness my hand and official seal.

Thelma Ruth Lewis
Notary Public

My commission expires:

January 25, 1971

CERTIFIED TO BE A TRUE AND ACCURATE COPY

[Signature]
The Title Guaranty Company of Wyoming, Inc.
DECLARATION OF
HOGADON PINES #2 PROTECTIVE COVENANTS
AND
HOMEOWNERS ASSOCIATION AGREEMENT

WHEREAS, Cary Whitcomb, E. Whitcomb and Gale Scott Whitcomb are
the owners of Lots numbered 1 through 3, in Hogadon Pines #2, and

WHEREAS, the said 3 Lots are all of the lots in Hogadon Pines #2,
as a subdivision of a portion of Tract 25, "Hogadon Pines", a Subdivision in
Natrona County, Wyoming and also being a portion of Lot 3, 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 Hogadon
Pines #2 Subdivision, 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 5.978 acres, more or less, as shown on said plat, and
desire to establish a Homeowners Association for the purposes of insuring
reasonable assessment rates for the maintenance of roads within the subdivision,
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 submit the lands
of said Hogadon Pines #2 Subdivision, to the following covenants, charges
and assessments to be administered by a 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 3 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 through set out in any deed
or other legal or equitable conveyance of the Subdivision lands or lots.

ARTICLE 1
PROTECTIVE COVENANTS

1. Lot Size. Lots 1 through 3, in Hogadon Pines #2, shall not
be subdivided, lots shall stay same in size as the original plat shows.

2. Setbacks from lot lines. 75 feet from front lot line, 50 feet
from all other lot lines.
3. Improvements. The approval of the Hogadon Pines #2 Homeowners Association by action of the Board of Directors or Trustees, or its Architectural Committee, if one has been designated, otherwise one of the developers, Gary Whitcomb, E. Whitcomb or Gale Scott Whitcomb, shall be required for plans and specifications for construction housing units, dwellings, cabins, garage or guest house, for aesthetic harmony and location and suitability, prior to construction, as to all structures constructed in the subdivision. 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 hereinafter named owners if requested prior to the establishment of the Homeowners Association, and the said owners, Homeowners Association, or Architectural Committee, if c-i 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.

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

a. Housing Units. Cabins, dwellings, housing units, garages or guest houses shall be set back not less than 75 feet from the front lot line, 50 feet from rear and side lines. Only single family housing units, dwellings or cabins, units, with a private garage capable of housing not to exceed four automobiles, may be erected on a lot. This restriction shall not prevent construction of a guest house. No such garage or guest house shall be erected prior to the construction of the principal dwelling. The principal dwelling on each lot shall have a minimum fully enclosed floor area devoted to living purposes, exclusive of porches, terraces, garage, basement, guest house, of 1,100 square feet.

b. Old Buildings. No old buildings may be moved onto the lots for living quarters. Housing units, dwellings or cabins must be newly constructed.

c. Temporary Buildings. No temporary building may be moved onto or constructed on any lot in said subdivision.

d. Lots. No lot shall be used or allowed to become in such condition as to depreciate the value of adjacent property. No unsightly growth,
underbrush, refuse piles, junk piles, trash, junk cars of any kind, unlicensed cars, appliances, tin cans, bottles, rags or debris, or other unsightly objects shall be permitted to be placed or to remain upon said lots; and in the event of any owner failing to comply with the above provisions the declarant, or its successors and assigns, shall have the right to enter upon the land and removed the offending objects at the expense of the owner, who shall repay the same upon demand, and such entry shall not be deemed a trespass.

e. Solid Waste. Each lot owner shall be responsible for solid waste disposal, and for removal of same from his premises.

f. Mobile Homes. No trailers, modular homes or mobile homes shall be used as a permanent residence on any of the lots in the subdivision. However, a trailer, modular home or mobile home can be used by a contractor or owner, for the construction of authorized buildings, 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 accommodation be on the lot more than eight (8) months.

g. Small Buildings. 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.

h. Fencing. Only pine 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.

i. Temporary Buildings. No temporary building may be moved onto or constructed on any lot in said subdivision.

j. Advertising. No advertising signs (except one "For Rent" or "For Sale" sign per lot), billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any lot or lots; nor shall the premises be used in any way for the purposes which may endanger the health or unreasonably disturb the holder of any lot in Hogaden Pines #2, except that there may be advertising by the developers or subdividers for advertising purposes during the period lots are being sold.

k. Cutting of Timber. Timber on Lots 1 through 3 shall not cut unless necessary to take a roadway to the site for the housing unit and to clear a site for the dwelling unit, except for the removal of dead wood.
5. 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.

6. Sanitation and Sanitary Facilities. To safeguard such water as is there from contamination, and provide healthful sanitary conditions, Lots 1 through 3, 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 septic tanks must be obtained.

7. 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 Hogadon Pines #2 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 Hogadon Pines #2 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.

8. 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 Hogadon Pines #2 Homeowners Association, or by the Association itself, against any person or persons violating or attempting to violate the aforementioned provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

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

ARTICLE II
HOGADON PINES #2 HOMEOWNERS ASSOCIATION

The Hogadon Pines #2 Homeowners Assocaion, hereinafter also
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).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8488

To carry on the business of a Trust Company, a loan or mortgage company, a savings bank, a national bank, a foreign bank, a trust company, a savings and loan association, a credit union, a life insurance company, a casualty company, a fire insurance company, a mutual benefit company, or an association of any of the above, or to engage in any other business or activity, or to do any and all lawful things necessary for the prosecution of the business of its members, within the State of Wyoming, and to carry out the purposes and objects of the Association, and for such other purposes as a majority of the members of the Association may desire.

The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

1. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

2. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

3. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

4. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

5. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.

6. Membership: The Association shall be a non-profit corporation, and for such other purposes as a majority of the members of the Association may desire.
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.

14. Creation of the Lien and Personal Obligations of Assessments:
The developers, for each lot or building site owned by them, hereby covenants, and the owner and purchaser of each lot or building site, assigns, 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;

c. Same to be established and collected as hereinafter provided. The annual assessments, together with interest, costs and reasonable attorney fees, if any, for collection shall constitute a charge on the lot and shall be a continuing lien upon the lot as hereinafter provided (being deemed to be each lot shown on the original subdivision plat) against which each such assessment is made.

d. The annual assessment per lot or building site shall be $50.00 per annum unless and until changed by the Association, and the first such assessment shall be for the year commencing June 1, 1983. The annual assessment, and any special assessment, shall be levied not less than 30 days prior to June first (1st) of each year. It shall be the duty of the Association to notify all owners whose assessment is levied with or by mailing notice to each owner before the first day of May of each year, the amount of the assessment, whether or not due. The amount of the 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 the assessment on or before May 1st, and any assessment to which this section applies, 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 mailing the notice of assessment. If timely made, the due date for payment of the annual assessment 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 past year, and special assessments shall be mailed not less than 30 nor more than 60 days prior to the meeting.

6. The assessment or assessments shall become a lien on the real estate as soon as due and payable. In the event of failure 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 fifteen per cent (15%) 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
7. Prior to the actual organization, or incorporation, of the Hogdon Pines No. 2 Homeowners Association contemplated by the terms of this Declaration, the parties signatory to this instrument, acting by a majority of the number of persons, 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 way and manner as though all such powers and duties were herein given to them, and if they desire, to have the developers, Gary Whitcomb, B. Whitcomb and Gale Scott Whitcomb, assume such duties and the performance of such obligations, they will be the same as though all such powers and duties were herein given to them. No association contemplated under the terms of this Declaration shall be formed or incorporated without the consent of Gary Whitcomb, B. Whitcomb and Gale Scott Whitcomb, who shall be a member or an incorporator. The Association, if incorporated, shall have not less than three directors, and if unincorporated, not less than three trustees or directors, and if 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 may enable it to carry out adequately and properly the provisions of this Declaration.

8. All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Gary Whitcomb, B. Whitcomb and Gale Scott Whitcomb and any other persons executing it, and upon their successors and assigns.

9. In the event that the Hogdon Pines #2 Homeowners Association, or Gary Whitcomb, B. Whitcomb and Gale Scott 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 mortgagor or any person, firm, association or corporation insuring any mortgage on any lot not so insured 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 to a money judgment for the amount of such assessment, together with the costs of such action.

10. The liability and duties of The Association or of Gary Whitcomb, B. Whitcomb and Gale Scott Whitcomb to operate and maintain the road system shall be limited to the collection 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 24th day of August, 1982.

Gary Whitcomb

B. Whitcomb

Gale Scott Whitcomb

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Gary Whitcomb, B. Whitcomb and Gale Scott Whitcomb this 24th day of August, 1982.

[Signature]

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