HOLIDAY ADDITION
CITY OF CASPER SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 21st day
of September, 1982, by and between the CITY OF
CASPER, a municipal corporation, hereinafter referred to as
"City," and DANIEL NEESE and LISA NEESE, hereinafter designated
as "Owner;"

WITNESSETH:

WHEREAS, the Owner owns Lots 101-105, Claremont Addition
No. 2 to the City of Casper, Natrona County, Wyoming, and
the Owner now desires to replat the above described property
as the Holiday Addition to the City of Casper, Natrona
County, Wyoming, a plat of which has heretofore been approved
by the City and which approval is a simultaneous act with
the execution of this agreement, and

WHEREAS, Owner has entered into an agreement with the
Board of Public Utilities of the City of Casper to supply
said subdivision with water and sewer services, which agreement
shall be made a part of this agreement, and

WHEREAS, it is the mutual desire of the parties hereto
to have said subdivision developed as a part of the City of
Casper, Natrona County, Wyoming, and

WHEREAS, Exhibit "A" shows the drainage plan, which
is attached to and made a part of this agreement,

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

Upon demand of the City Council, the Owner, at its sole
cost and expense, shall do or cause to be done, the following:

1.1 Surveying.

A. Set all subdivision corners and 1/16th corners
with 2" brass caps. These caps shall be set
in concrete and shall show the number of the
corner, elevation of the corner, identifying
initial of the surveyor or company making the
survey, and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction.

B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by 1/2" by 18" iron pin or pipe driven flush with the ground surface. Points of intersection (PI's) and points of return (PGR's) of all blocks and the PT's and PC's of all curves shall be witnessed in the sidewalks by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the Engineering Director upon completion of the sidewalk, curb and gutter.

C. All elevation data for the addition and 1/16th corners shall be submitted to the Engineering Director, in writing, after annexation.

1.2 Construction of Sidewalks, Curbs, Gutters and Streets:

All streets in said subdivision shall be constructed as follows:

McKinley Street is classified as an arterial street with an 80' right-of-way, 48'0" paving width, one 6'3" curbwalk and one 10' utility easement, constructed to an "AP" typical section 3" subbase, 6" base, 1½" asphalt binder course and 1½" asphalt surface course.

1.2 Repairs, Maintenance, Etc. The Owner shall certify in writing that the streets, sidewalks, curbs and gutters constructed by the Owner and dedicated to the public are constructed in accordance with all City Ordinances and this agreement.

The Owner shall notify the City that the off-site improvements have been completed and the one year period shall begin. The Owner shall maintain the same for a period of one year from the date of certification, at which time the City shall make an inspection, accept the construction thereof, in writing, and thereafter maintain said streets.

No occupancy permits will be issued until the off-site improvements have been inspected and any necessary corrections
made. Curbs, gutters, sidewalks and streets shall be constructed in accordance with the specifications set forth in Standard Plan Details, Section 76-1 through 76-3, inclusive, as amended and on file in the office of the Engineering Director and as excepted by the City in this agreement.

1.4 Construction Sequence. The subdivision will be constructed in phases and the waterlines, sewerlines, sidewalks, curbs, and gutters shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving, sidewalks, curbs, gutters and other off-site improvements.

1.5 Underground Utilities and Street Lights. All utilities must be underground.

1.6 Building Permits. No building permits will be issued by the Engineering Director prior to the completion of all off-site improvements including curb, gutter, and utility systems.

1.7 Fire Hydrants. Owner shall not be required to install any fire hydrants.

1.8 Public Site and Open Spaces.
   A. No park contribution shall be required.
   B. The Owner will provide such open space and landscaped areas as shown on the site plan.

1.9 Maintenance of Water and Sewer Lines. The Owner shall prepare and execute Declarations, Covenants and Conditions for the Holiday Homeowners Association which shall include a provision that the Homeowners Association shall maintain the water and sewer lines in the utility easement.

   The Owner and the City of Casper shall enter into a separate agreement for the ownership and maintenance of the water and sewer lines and releasing the Board of Public Utilities from any maintenance responsibility.
1.10 Trash Facilities. The Owner will provide screen trash facilities which shall be approved by the Planning and Engineering Directors.

1.11 Drainage. The Owner, at its sole cost and expense, shall construct such surface drainage system as shown on Exhibit "A".

1.12 Compliance with City Ordinances. The Owner shall comply with all applicable City Codes and Ordinances.

1.13 Remedies. In the event the Owner fails to do, or cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may, at its option do any or all of the following:

A. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its successor in interest.

B. After written notice, by certified mail, of those items which have not been completed or properly completed, and failing cure by Owner within reasonable period of time, the City may complete any and all of the public improvements required by this contract by itself or by contracting with a third party to do the same. In the event the City elects to complete said improvements, or contract with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.

The remedies provided in this paragraph are in addition to any other remedies specifically provided for in this contract, or which the City may otherwise have at law or in equity, and are not a limitation upon the same. Owner further agrees to pay all reasonable attorney's fees, court costs and litigation costs in the event the City is required to enforce the provisions of this contract in a court of law.

II.

OBLIGATIONS OF CITY

2.1 The City shall furnish water and sewer to said subdivision as set forth in that certain contract relating to water and sewer services entered into on the ___ day of July 1982, by and between the Board of Public Utilities of Casper, Wyoming, and the Owner, a copy of which contract is attached hereto as Exhibit "D" and by this reference made a part hereof. 323026
2.2 The City shall assume the obligation as to the
maintenance and repair of all streets within said subdivision,
upon compliance with the applicable City ordinances and with
the terms of this agreement by the Owner and acceptance of
same, in writing, by the Engineering Director.

2.3 The City shall provide all City services that are
available to all other sub-divisions within the City.

2.4 The City shall grant variances to Section 40-70.1A
of the City of Casper Zoning Ordinances for minimum lot size
for Lots 2, 3, 4 and 5 of the Holiday Addition.

2.5 The City shall grant variances to Section 40-69.1H
of the City of Casper Zoning Ordinances for side yards for zero
lot line size yards for Lots 1, 2, 3, 4, 5 and 6 of the Holiday
Addition.

2.6 The City shall grant variances to Section 49-70.2
of the City of Casper Zoning Ordinances for minimum lot widths
for lots 2 and 5 of the Holiday Addition.

THIS AGREEMENT shall be binding upon and shall inure to
the benefit of all parties hereto, their successors and
assigns.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement on the day and year first above written.

CITY OF CASPER
A Municipal Corporation

Attest: ____________________________

By Mayor

______________________________
City Clerk

Daniel Neese

Lisa Neese

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STATE OF WYOMING    
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by
Daniel Neese this 5th day of August, 1982.
Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: May 5, 1985

STATE OF WYOMING    
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by
Lisa Neese this 5th day of August, 1982.
Witness my hand and official seal.

[Signature]
Notary Public
My commission expires: May 5, 1985

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STATE OF WYOMING   
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before me by Jerry, W. Combs, Mayor, City of Casper, this 30th day of September, 1982.

Witness my hand and official seal.

[Signature]
Diane M. Jordan
Notary Public

My Commission Expires: January 17, 1983
WATER AND SEWER CONTRACT

THIS CONTRACT, made and entered into this 3 day of September, 198 _ , by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING ("Board"), and __________ Daniel T. Moses __________, referred to as ("Owner");

WITNESSETH:

WHEREAS, it is the mutual desire of the parties hereto to provide for the construction of proper and adequate water lines and sewer lines to service _______ HOLIDAY _______ ("Addition") to the City of Casper ("City"), the plat of which is to be presented to the Mayor and Council of the City for approval, conditioned on the execution of this contract, and a separate contract between the City and Owner relating to the construction of certain special improvements in said Addition;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. The Owner shall extend the City's water mains and distribution system from existing mains up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Board. Water mains and sizes shall be determined by the Board.

   All work shall be at the expense of the Owner except that upon final completion and acceptance of the work by the Board, the Board shall reimburse the Owner the costs of water line materials in excess of the materials cost for an 8-inch system. Such excess costs will be determined by the Board based upon its most recent applicable materials cost at the time of contract execution.

   At the time the water lines are extended through the Addition, the Owner shall install water service lines and curb boxes, in accordance with Board standards, to serve each lot or building site in the Addition. Curb boxes shall be left near the property line in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, the curb boxes from damage and be wholly responsible for the repair and replacement to the Board's satisfaction of such that are damaged or
destroyed. If Owner shall fail or refuse to promptly repair or replace such boxes as required, the Board may do so and deduct the cost thereof from the Board's oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

2. Owner shall construct the necessary sewer lines to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the Board. Sewer sizes shall be as determined by the Board. Owner, at its own cost shall install sewer service lines, in accordance with Board specifications, to the property line so as to serve each lot or building site in the Addition.

Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the Board's satisfaction. If Owner fails, refuses or neglects to repair or replace said damaged items, the Board may do so and deduct the cost thereof from the Board's oversizing contribution or, alternatively, charge Owner directly for said cost. Owner shall adjust such manhole rings and covers to finished grade. Owner agrees to protect and save the Board harmless from any loss or claim suffered by other sewer users to their real or personal property and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by Owner, and said obligation shall continue until the sewer line and the system within the Addition is accepted by the Board's representatives, provided, however, that acceptance of part of the system shall not relieve Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Addition.

At such time as said sewer line is completed by Owner and the cost thereof fully paid and the work is accepted by the Board, the Board shall reimburse the owner the costs of sewer line materials in excess of the material cost of the eight-inch sewer system.
3. In the event water and sewer mains are existing in streets adjacent to the Addition, and the cost of such lines was not borne by the present or previous owners of the Addition, the Owner agrees to pay the then current street lateral charge for each lot prior to connecting to said water and sewer mains. The Board will install water and sewer service lines and curb boxes to connect to existing water and sewer lines at the request of the Owner in accordance with the then prevailing costs and procedures.

4. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water or sewer systems, the then existing water connection charge, sewer connection charge, and water meter charge shall be paid to the Board.

5. The Owner agrees that he shall make necessary provisions so that each building in the Addition shall install the following water saving devices: pressure reducing valve limiting pressure to a maximum of 60 psi, toilets with a maximum flush of 3½ gallons, aerators (which provide for a maximum flow of 1.0 gpm) on all bathroom sinks and water saving shower heads to limit flows to a maximum of 3.0 gpm. Water and sewer service will not be provided to any building not meeting these requirements.

6. All necessary easements up to and through the subdivision shall be obtained by the Owner. Owner promptly shall deliver easements in form acceptable for recording, wherever reasonably required for the purposes of enabling the Board to install, maintain and repair its sewer lines, water lines and fire hydrants.

7. No occupancy of buildings in the Addition will be made until acceptance of the water and sewer system by the Board. Before acceptance will be made the final operational inspection shall be performed and as-built drawings, including location of water and sewer service lines, shall be provided.

8. Due to the depth of the existing sanitary sewer, existing soil conditions, and availability of an existing 2" water connection and 6" sewer connection, the following conditions will be met:
a. Owner will grant the City of Casper a ten foot (10') utility easement as shown on the attached Exhibit "A". The Owner will construct a two inch (2") water line and a six inch (6") sewer main in this utility easement in accordance with all applicable City Codes.

b. Owner will construct curb stops on the 2" water line for each duplex unit within the utility easement as shown in Exhibit "A".

c. The Owner agrees to form a Homeowners Association for the purpose of maintenance and repair of the two inch (2") water line and the six inch (6") sewer line within the utility easement. The Board will have no responsibility whatsoever to maintain or repair these lines other than to repair any damage to curb stops which is occasioned by some action of the Board.

d. Should the existing 2" water and 6" sewer services be determined by the Board to be inadequate to serve the Addition, it will be the responsibility of the Owner to install additional services as necessary.

9. This entire agreement shall be binding upon the current Owner and all heirs, successors in interest, and assigns.

EXECUTED the day and year first above written.

BOARD OF PUBLIC UTILITIES OF CASPER, WYOMING

ATTEST:
By  
Secretary  

By
President

ADDITION  HOLIDAY

ATTEST:
By  
Owner  

By
ARTICLES OF INCORPORATION
OF
HOLIDAY ADDITION HOMEOWNERS ASSOCIATION

In compliance with the requirements of Wyoming Statutes, 1977, §§17-1-107 through §17-1-136, the undersigned, all of whom are residents of Natrona County, Wyoming, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is HOLIDAY ADDITION HOMEOWNERS ASSOCIATION, hereafter called the "Association".

ARTICLE II

The principal office of the Association is located at 136 South Wolcott, Casper, Natrona County, Wyoming.

ARTICLE III

Daniel Neese, whose address is 136 South Wolcott, Casper, Wyoming, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence units and Common Area within that certain tract of property described as:

See attached Exhibit "A"

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "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 as 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 to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds of each class of members;

(g) 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 may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall 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 unit which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
(1) when the total votes outstanding the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on the first day of August 1984.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a board of at least three directors.

The names of the persons who shall manage the affairs and concerns of the corporation for the first corporate year and until their successors shall have been duly elected are:

Daniel Neese
136 South Wolcott
Casper, Wyoming 82601

Lisa Neese
136 South Wolcott
Casper, Wyoming 82601

Truett Neese
136 South Wolcott
Casper, Wyoming 82601

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

DURATION

The corporation shall exist perpetually.

ARTICLE X

AMENDMENT

Amendment of these Articles shall require the assent of 75% of the entire membership.
ARTICLE XI

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: 1) annexation of additional properties, 2) mergers and consolidations, 3) mortgaging of Common Area, 4) dedication of Common Area, 5) dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Wyoming, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 31st day of August, 1982.

Daniel Neese
Lisa Neese
Truett Neese

VERIFICATION

STATE OF WYOMING )
COUNTY OF NATRONA ) ss.

Daniel Neese, being first duly sworn upon his oath, and being of lawful age, deposes and states:

That he is one of the persons described herein; that he executed the foregoing Articles of Incorporation; that he has read the same; and that the statements contained therein are true.

Daniel Neese

Subscribed and sworn to before me this 31st day of August, 1982 by Daniel Neese.


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STATE OF WYOMING  )
COUNTY OF NATRONA  ) ss.

Lisa Neese, being first duly sworn upon her oath, and
being of lawful age, deposes and states:

That she is one of the persons described herein; that
she executed the foregoing Articles of Incorporation; that
she has read the same; and that the statements contained
therein are true.

Lisa Neese

Subscribed and sworn to before me this 24th day of
August, 1983 by Lisa Neese.

Notary Public

My commission expires: May 5, 1985

STATE OF WYOMING  )
COUNTY OF NATRONA  ) ss.

Truitt Neese, being first duly sworn upon his oath, and
being of lawful age, deposes and states:

That he is one of the persons described herein; that he
executed the foregoing Articles of Incorporation; that he
has read the same; and that the statements contained therein
are true.

Truitt Neese

Subscribed and sworn to before me this 24th day of
August, 1983 by Truitt Neese.

Notary Public

My commission expires: May 5, 1985
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by DANIEL NEES and LISA NEES, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

See attached Exhibit A

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

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to HOLIDAY ADDITION HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

See attached Exhibit B

(a) The undivided interest in the Common Area which shall be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 12</td>
<td>8.3% per each unit</td>
</tr>
</tbody>
</table>

The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that fee title of the units and the undivided interest in the Common Area shall not be separately conveyed.
Section No. 3. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to Daniel Reese and Lisa Reese, their successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Association.

Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether or more persons or entities, of an ownership interest in any unit which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association which and which are divided into the following fee simple estates:

(a) The twelve (12) separately designated and legally described fee simple estates consisting of the space and area of designated Unit 1250-004.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Areas.

(c) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, paving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.

Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "B" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "A" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

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ARTICLE II. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, 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 and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit 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;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.

Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.
Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased may in the lease assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
2. on August 5, 1984;

Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Delinquent assessments shall be the joint and several obligation of the owner of a unit and his successor in title and the successor in title shall be entitled to certificate from the Association of unpaid assessments as provided in Article IV, Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assessments levied by the Association shall be used for the maintenance and repair of the Common Area and any sidewalk which may be part of the Common Area if not dedicated to public maintenance and the water and sewer lines located in the utility ament, all assessments shall be used exclusively for the benefit of the Owners.
Section No. 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment shall be $__________ per unit.

(a) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section No. 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments
on a specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 9. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 10. Subordination of the Lien to Mortgages.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any unit shall not affect the assessment lien. However, the sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and

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colors and location of the same shall have been submitted to
and approved in writing as to harmony of external design and
location in relation to surrounding structures and topography
by the board of directors of the Association, or by an
architectural committee composed of three or more representatives
appointed by the board. In the event that said board, or
its designated committee, fails to approve or disapprove
such design and location within thirty (30) days after said
plans and specifications have been submitted to it, approval
will not be required and this Article will be deemed to have
been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each
wall which is built as a part of the original construction
of the homes upon the Properties and placed on the dividing
line between the units shall constitute a party wall, and, to
the extent not inconsistent with the provisions of this
Article, the general rules of law regarding party walls and
liability for property damage due to negligence or willful
acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The
cost of reasonable repair and maintenance of a party wall
shall be shared by the Owners who make use of the wall in
proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty.
If a party wall is destroyed or damaged by fire or other
casualty, any Owner who has used the wall may restore it,
and if the other Owners thereafter make use of the wall,
they shall contribute to the cost of restoration thereof in
proportion to such use without prejudice, however, to the
right of any such Owners to call for a larger contribution
from the others under any rule of law regarding liability
for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any
other provision of this Article, an Owner who by his negligent
or willful act causes the party wall to be exposed to the
elements shall bear the whole cost of furnishing the necessary
protection against such elements.

Section No. 5. Right to Contribution Runs With Land.
The right of any Owner to contribution from any other Owner
under this Article shall be appurtenant to the land and
shall pass to such Owner’s successors in title.

Section No. 6. Arbitration. In the event of any
dispute arising concerning a party wall, or under the provisions
of this Article, each party shall choose one arbitrator, and
such arbitrators shall choose one additional arbitrator, and
the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association
shall obtain, maintain and pay the premiums upon an acceptable
master type policy of property insurance covering all the
Common Area and any restricted Common Area and any fixtures
and building service equipment that are part of any Common
Areas and personal property supplies equal in value to 100% of
replacement cost exclusive of land, and payable to the
Association for the use and benefit of the individual owners. The policy shall contain a waiver of the right of subrogation against individual unit owners and a provision that any act or neglect of an individual unit owner will not prejudice coverage under the policy and a provision the policy is primary in the event the unit owner has other insurance covering the same loss. The policy shall also contain an Agreed Amount Endorsement and an Inflation Guard Endorsement if these are available and shall afford as a minimum the following protection:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk endorsement", if available.

Section No. 2. Liability Insurance. The Association shall obtain, maintain and pay the premiums upon an acceptable comprehensive general type policy of liability insurance covering all the Common Areas, any restricted common areas, and public ways with coverage of at least One Million Dollars ($1,000,000) for bodily injury or death and property damage arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall obtain and maintain a fidelity bond covering all officers and directors of the Association who are responsible for the funds of or administration of the Association in an amount at least equal to the estimated maximum of funds, including any reserve funds in the custody of the Association but not less than three (3) months' assessments on all units and any reserve fund. The fidelity bond shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an obligee;

(b) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(c) The premiums on all bonds required herein for the Association shall be paid by the Association as a common expense.

Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. GENERAL PROVISIONS

Section No. 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 No. 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section No. 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. This declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors: 1) annexation of additional property; 2) dedication of Common Area; and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in
the general restricted common areas of the unit or the
liability for any assessments for the unit or the number of
votes in the Association for any unit or the purposes to
which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss
which affects a material portion of the units or which
affects any unit on which there is a first mortgage held,
insured or guaranteed by such Eligible Holder, Insurer or
Guarantor;

(c) Any delinquency in the payment of assessments
or charges owed by an owner of a unit subject to the mortgage
of such Eligible Holder, Insurer or Guarantor, where such
delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification
of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney.
Each owner appoints the Association or its authorized repre-
sentative as attorney-in-fact for purchasing and maintaining
the property and liability insurance and to submit all
claims and execute all necessary documents. The Association
may enter into an Insurance Trust Agreement with an Insurance
Trustee to negotiate losses under any property or liability
insurance policies and to perform other necessary functions
regarding the insurance policies. Each owner also appoints
the Association attorney-in-fact to represent the owners in
any condemnation proceeding or in negotiations with any
condemning authority for acquisition of any of the Common
Areas.

Section No. 8. Availability of Documents and Financial
Statements. The Association shall make available for inspection
to every owner and Eligible Holder, Insurer or Guarantor of
any first mortgage on any unit the current copies of the
declaration, bylaws, rules and regulations, books, records
and financial statements of the Association during normal
business hours.

Section No. 9. Binding Nature. All agreements and
determinations lawfully made by the Association in accordance
with this declaration or the bylaws shall be binding on all
owners of units, their successors, lessees and assigns.

Dated this 25th day of August, 1989

DECLARANT:

[Signature]

Daniel Neese

Lisa Neese

STATE OF WYOMING )
) ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me

323626
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made on the date hereinafter set forth by The Secretary of Housing and Urban Development, Washington, D.C., hereinafter referred to as 'Declarant';

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as follows:

Lots 1, 2, 3, 4, 5 and 6 "Holiday Addition", City of Casper, Natrona County, Wyoming.

WHEREAS, Declaration of Covenants, Conditions and Restrictions for the above-described real property dated August 5, 1982, were recorded December 9, 1982, as Instrument Number 343026, in the office of the County Clerk and Ex-Officio Registrar of Deeds for Natrona County, Wyoming.

WHEREAS, such Declaration of Covenants, Conditions and Restrictions inadvertently failed to have attached thereto Exhibit "A" describing the above-described real property and Exhibit "B" describing the common area.

WHEREAS, the plot plans attached to the Declaration of Covenants, Conditions and Restrictions dated August 5, 1982, reveal there are no common areas, and the entire Holiday Addition consisting of the above-described six (6) lots have direct access to a public street and individual parking on each of the six (6) lots.

WHEREAS, since there are no common areas, there is no necessity for the existence of Holiday Addition Homeowner's Association which was incorporated under the laws of the State of Wyoming for the sole purpose of managing and maintaining such common area.

WHEREAS, Declarant, as the sole owner of the above-described real property, has filed these Amended Declaration of Covenants, Conditions and Restrictions in order to eliminate all reference to the common area and Holiday Addition Homeowner's Association mentioned in the Declaration of Covenants, Conditions and Restrictions dated August 5, 1982.
NON. THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I

PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section No. 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.
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).

Compounds of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center St. • Casper, WY 82001 • (307) 237-3486

Declaring: All of the other covenants, conditions and restrictions above, except for Article I, are hereby declared as conditions, and are hereby cancelled thus, and are hereby deleted as covenants, conditions, and restrictions relative to the above-described real property.

DATED this _day of__ , 1985.

By:

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WASHINGTON, D.C.
CLAREMONT ADDITION NO. 2 BUILDING RESTRICTIONS

WHEREAS, Service Credit Company, A Wyoming Corporation and Chapman Construction Company, A Wyoming Corporation, is the owner of Lots 101 to 140, inclusive, Claremont Addition No. 2 to the City of Casper, Natrona County, Wyoming, and desires to establish in said addition a restricted residential district wherein the construction and use of dwelling houses shall conform to certain minimum requirements, and each home owner, in consideration of his compliance with such requirements, shall be protected against violation thereof by any other home owner;

NOW, THEREFORE, In consideration of the premises, the undersigned Service Credit Company, A Wyoming Corporation and Chapman Construction Company, A Wyoming Corporation, does hereby impose upon said lots, Claremont Addition No. 2 to the City of Casper, Natrona County, Wyoming, the following protective covenants and restrictions, to-wit:

(a) No structure shall be erected, altered, placed or permitted to remain on any residential building plot designated as Zone "A" other than a one-family dwelling, not to exceed one and one-half stories in height and a private garage for not more than three cars.

(b) No structure shall be erected, altered, placed or permitted to remain on any residential building lot designated as Zone "B" other than a single-family dwelling, or a multiple dwelling of not more than four families, not to exceed two stories in height and a private garage for not more than three cars.

(c) No building shall be erected, placed or altered on any building plot in said addition until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of exterior design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of H. J. Clare, H. J. Clare, Jr., and Emily L. Clare, or by a representative designated a majority of the members of said committee. In the event of death or resignation of a member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like 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 and specifications 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 has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after September 6, 1930. Thereafter, the approval described in this covenant shall not be required unless, prior to said date an effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.
(d) No building shall be located on any lot nearer than twenty feet to the front
lot line or nearer than ten feet to any side street line. No building shall be located
nearer than five feet to an interior lot line, except that no side yard shall be required
for a garage or other permitted accessory building located seventy feet or more from the
minimum setback line. No dwelling shall be located on any interior lot nearer than
twenty feet to the rear lot line.

(e) No residential structure shall be erected or placed on any building plot,
which plot has an area of less than 5,000 square feet or a width of less than 50 feet
at the front building setback line.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected
in the tract shall at any time be used as a residence temporarily or permanently, nor
shall any structure of a temporary character be used as a residence.

(g) No single-dwelling unit costing less than $7,500.00 as of September 6, 1955
shall be permitted on any lot in the tract. The ground floor area of the main structure
shall not be less than 720 square feet in the case of a one story structure, exclusive of
garage, nor less than 720 square feet in the case of a one and one-half story structure,
exclusive of garage.

(h) No multiple unit dwelling costing less than $12,000.00 as of September 6, 1955
shall be permitted on any "B" Zone lot in the tract. The ground floor area of the main
structure shall not be less than 1200 square feet in the case of a one story structure,
exclusive of garage, nor less than 1200 square feet in the case of a one and one-half
or two story structure, exclusive of garage.

(i) Fencing of yards will be permitted from the back of the lot to the front and/or
side setback of any street. There shall be no front yard fencing.

(j) No store, shop, repair shop, storage or repair garage, restaurant, dance hall
or other public place of amusement or any similar business or commercial enterprise shall
be carried on or conducted upon any lots within said addition, nor shall anything be
done on any of said lots which may be an annoyance or nuisance to the neighborhood,
except Lots 101 to 112, inclusive, which are designated as commercial.

(k) An easement is hereby reserved for the Mountain States Power Company and
Mountain States Telephone and Telegraph Company for poles, anchors, and guy wires
and cable adjacent to any lot lines in Claremont Addition No. 2 to the City of Casper,
Natrona County, Wyoming.

(l) Lots 101 to 112 inclusive of Claremont Addition No. 2 is designated as a
Commercial of "D" Zone, and any structures on these lots shall be regulated by the
Zoning Ordinance.

These covenants are to run with the land and shall be binding on all parties and
all persons claiming under them until September 6, 1980, at which time said covenants
shall be automatically extended for successive periods of 10 years unless by vote of a
majority of the then owners of the lots it is agreed to change said covenants in whole
or in part.

If the parties hereto, or any of them or their heirs or assigns, shall violate or
tempt to violate any of the covenants herein, it shall be lawful for any other person
or persons owning any real property situated in said development or subdivision 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 prevent him or them from doing
or to recover damages or other dues for such violation.
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.
Executed this 19th day of December, 1955.

ATTEST: SERVICE CREDIT COMPANY
H. J. Clare, Jr., Secretary
A Wyoming Corporation
(Seal) By H. J. Clare, Sr., President

ATTEST: CHAPMAN CONSTRUCTION COMPANY
H. J. Clare, Jr., Secretary
A Wyoming Corporation
(Seal) By H. J. Clare, Sr., President

STATE OF WYOMING ) ss.
COUNTY OF NATRONA

On this 21st day of December 1955, before me appeared H. J. Clare, to me
personally known, who, being by me duly sworn, did say that he is the President
of Service Credit Company, A Wyoming Corporation, and that the seal affixed to said
instrument is the corporate seal of said corporation and that said instrument was
signed and sealed in behalf of said corporation by authority of its Board of Directors,
and said H. J. Clare acknowledged said instrument to be the free act and deed of
said corporation.

Given under my hand and notarial seal the day and year in this certificate first
above written.

My Commission expires:

Melva Herbel, Notary Public
6-15-58

STATE OF WYOMING ) ss.
COUNTY OF NATRONA

On this 21st day of December 1955, before me appeared H. J. Clare, to me
personally known, who, being by me duly sworn, did say that he is the President
of Chapman Construction Company, A Wyoming Corporation, and that the seal affixed
to said instrument is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation by authority of its Board of
Directors, and said H. J. Clare acknowledged said instrument to be the free act and
deed of said corporation.

Given under my hand and notarial seal the day and year in this certificate first
above written.

My Commission expires: Melva Herbel, Notary Public
6-15-58