THIS AGREEMENT made and entered into this 18th day of August, 1977, by and between the City of Casper, a Municipal Corporation, hereinafter referred to as "City", and Charles S. and Virginia M. Hunt, husband and wife, hereinafter designated "Owner".

WITNESSETH:

WHEREAS, owner is the owner of all lands that comprise Block 6, Hunt Addition to the City of Casper, Wyoming, a copy of a site plan which is attached as Exhibit "A" and shall be kept in the office of the City Planner and City Engineer and made a part hereof and which plan has been approved by the City Council, which approval is a simultaneous act with the acceptance of this agreement.

NOW, THEREFORE, the parties hereto agree as follows:

I.

OBLIGATIONS OF OWNER

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

1. Landscape the areas as shown on the Unit Development Plan as approved by the City.

2. Install a five foot (5') solid cedar fence along the south boundary of said subdivision adjacent to the residential area to the south.

3. Plant 3/4" caliber Russian Olives in a random manner along the west property line of said subdivision adjacent to the Prince of Peace Lutheran Church.

4. Provide a minimum of twenty-three (23) off-street parking spaces, as shown on the Unit Development Plan.
Nothing herein shall be construed to affect the rights and obligations of the parties set forth in that certain subdivision agreement between the City of Casper and Charles S. and Virginia M. Hunt dated the 9th day of June 1977.

THIS AGREEMENT shall be binding upon and shall insure 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 written above.

CITY OF CASPER
A Municipal Corporation

[Signature]
Jack C. Hopkins, Mayor

ATTEST:
Calvin L. Chadsey
City Clerk

OWNERS

[Signature]
Charles S. Hunt

[Signature]
Virginia M. Hunt
ACKNOWLEDGMENT

STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by
Charles S. and Virginia M. Hunt, husband and wife, the
16th day of August, 1977.

Subscribed and Sworn to this 16th day of August, 1977.

[Signature]

Notary Public

My Commission Expires:

____________________ 19____

STATE OF WYOMING } ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by
Jack G. Hopkins, Mayor, City of Casper, this 16th day of

Subscribed and Sworn to this 16th day of August, 1977.

[Signature]

Notary Public

My Commission Expires:

____________________ 19____
DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by
Helm Plan-I, a Wyoming limited partnership, 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:

Lot 8, Hunt Addition to the City of Casper, County of Natrona, State of
Wyoming and replatted as Hunt Addition No. 2 to the City of Casper,
Natrona County, Wyoming.

NOW, THEREFORE, Declarant hereby declares that all of the
property described above shall be held, sold and conveyed subject
to easements, restrictions and matters of record, including the City
of Casper-Helm Plan-I Site Plan Agreement, and the following private
easements, restrictions, covenants and conditions to protect the
value, desirability and use of the property for single family-
townhouse, residential purposes and which shall run with the
property and be binding on all parties having any right, title
or interest in the same or any part thereof, their heirs, successors
and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1: "Owner" shall mean and refer to the record owner, whether
one or more persons or entities of a fee simple title to a town-
house unit situate on any portion of the Property described above,
or contract seller, but excluding those having such interest merely
as security for the performance of an obligation.

Section 2: "Properties" shall mean and refer to all that certain
real property hereinafter described.

Section 3: "Lot" shall mean and refer to any plot of land shown upon
the plat of Hunt Addition No. 2 to the City of Casper, Natrona County,
Wyoming, recorded as Instrument No. in the records of Natrona
County, Wyoming and legally described by Lot numbers, except the
common area.

Section 4: "Common Area" shall mean all real property (including
the improvements thereto) owned by the Association for the commo-

use and enjoyment of the owners. The common area to be owned by the
Association at the time of the conveyance of the first townhouse unit
is all land areas which have not been lotted or dedicated to the public
as shown on the plat of Hunt Addition No. 2 to the City of Casper,

Section 5: "Association" shall mean and refer to the Helm Property
Owner's Association, its successor and assigns.

Section 6: "Townhouse Unit" shall mean and refer to that certain mea-
sured portion of any lot, including the improvements thereto which is
designed and intended for use and occupancy as a single family resi-
dence.

Section 7: "Declarant" shall mean and refer to Helm Plan-I, a
Wyoming limited partnership, its successors and assigns, if such
successors or assigns shall acquire more than one (1) undeveloped
plot of land described as being a Townhouse Unit from the Declarant
for the purpose of development.
ARTICLE II

Property Rights

Section 1: Owner's 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 Townhouse Unit, subject to the following provisions:

(a) the right of the Association to regulate irrigation and parking on the properties, to charge reasonable admission, repair and other fees for any facility situated upon the common area;

(b) the right of the Association to suspend the voting rights and right to use of recreational facilities by an owner for any period during which any assessment against his Townhouse Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for public or public utility purposes and subject to such conditions as may be agreed to by the Association 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 2: The Association and every owner shall have a reasonable non-exclusive right and easement for construction, reconstruction, maintenance, enlargement, use and repair of any facilities, or for postal service, refuse collection, television, telephone, electrical, water, irrigation and sewer lines or any landscaping or other similar purposes in, on or across the common area and the exterior portion of Townhouse Units.

Section 3: Delegation of Use. Any owner may delegate his right of enjoyment to the common area and facilities to the resident members of his family, his tenants, contract purchasers or their invitees.

ARTICLE III

General Restrictive Covenants

Section 1: General Use Restrictions. A Townhouse Unit shall be used exclusively for single family, residential purposes:

(a) Except that any Townhouse Unit may be used by the Owner thereof for rental income purposes, no business, commercial, or manufacturing enterprise, or any enterprise of any kind or nature (other than the temporary business activities of Declarant) or religious undertaking or activity, whether or not conducted for a profit, shall be operated, maintained or conducted on or in any Townhouse Unit or common area, nor shall any Townhouse Unit or any portion thereof be used as a boarding or rooming house, nor shall any sign, billboard, or advertising device, except as hereinafter provided, be erected, placed or permitted to remain on the Properties or any portion thereof, unless approved by the Association, provided, however, that one (1) "For Rent" or "For Sale" advertising sign, which shall not exceed nine square feet, shall be permitted on the street-side of any Townhouse Unit, and traffic control or such entrance signs designating, numbering or otherwise identifying the owner or occupant of each Townhouse Unit shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on the Properties or any portion thereof.

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(b) No animals, livestock or poultry shall be raised, kept or bred on the Properties, except that the owner of any Townhouse Unit may keep within the confines thereof, not more than one (1) dog and/or one (1) cat, provided that such animal is not kept, bred or maintained for any commercial purpose.

(c) No exterior clothes lines shall be permitted on any portion of a Townhouse Unit and no wrecked vehicles or other unsightly modes of conveyance shall be parked or stored on the Properties.

(d) No noxious or offensive activity of any kind, including specifically, activities productive of noise, odors, or other objectionable manifestations, as determined by the Association, shall be conducted or permitted on or in any Townhouse Unit or the common area nor shall anything be done which may be or become an unreasonable annoyance or nuisance to the owners of any part of the properties.

(e) No radio or television aerials or antenna shall be permitted on the exterior of any Townhouse Unit.

(f) Notwithstanding the fact that the Association is not required to provide exterior maintenance for each Townhouse Unit, such as painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements, the Association may, at its election, provide said maintenance or other services; and the Association is specifically empowered to enact or enforce such additional rules and regulations, by Bylaws or otherwise, as may implement any of the above stated restrictions not inconsistent with the foregoing, and other matters reasonably intended to further the purposes intended to be served by this Article.

**ARTICLE IV**

**Membership and Voting Rights**

Section 1: At the time of the conveyance of the first Townhouse Unit by Declarant, every owner of a Townhouse Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit which is subject to assessment.

Section 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 each owner shall be entitled to one vote for each Townhouse Unit owned. When more than one person holds an interest in any Townhouse Unit, all such persons shall be members. The vote for such Townhouse Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Townhouse Unit.

**Class B.** Class B member(s) shall be the Declarant and shall be entitled to three votes for each Townhouse 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:

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

(b) on the 1st day of January, 1992.
ARTICLE V

Covenants for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhouse Unit owned within the properties, hereby covenants, and each owner of any Townhouse 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 his prorata share of any authorized assessment, i.e.: 1) annual assessments or charges, and 2) special assessments for capital improvements, maintenance or repair; such assessments to be established and collected as hereinafter provided. Any such assessment, together with interest, costs and reasonable attorney's fees, shall be a charge on the Townhouse Unit and shall be a continuing lien upon the same against which each such assessment is made. Each such assessment, together with interest, costs and a reasonable attorney's fee, shall also be the personal obligation of the person who was an owner of a Townhouse Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successor in title, unless expressly assumed by such successor.

Section 2: Purpose of Assessments. Any assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the preservation, improvement, repair and maintenance of the common area, and of the exterior portions of Townhouse Units. However and notwithstanding any other provision of this Article, in the event any owner shall fail to keep the exterior portions of his Townhouse Unit in good repair and in good condition (specifically including plantings, driveways, or other improvements appurtenant thereto) as determined by the Association members and after approval by sixty percent (60%) of the owners at a meeting duly called for this purpose, the Association shall have the right, through its agents, to enter upon such owner's exterior portions of his Townhouse Unit or appurtenances, and to repair, maintain and/or restore the same, and the cost thereof shall be charged by separate assessment or added to and become part of any assessment to which such Townhouse Unit is subject.

Section 3: Maximum Annual Assessment. The maximum annual assessment shall be calculated at the rate of thirty cents ($0.30) per square foot of each owner's measured plot of land as described in owner's deed thereto until December 31 of the year immediately following the conveyance of the first Townhouse Unit to an owner.

(a) Thereafter, such maximum annual assessment may be increased each year by not more than five percent (5%) above the maximum assessment for the previous assessment period without a vote of the membership.

(b) After December 31 of the year immediately following the conveyance of the first Townhouse 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 Directors of the Association may fix the annual assessments at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements, Maintenance or Repairs. 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, maintenance or replacement of a capital improvement upon the common area.
or the exterior portions of Townhouse Units, 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 5. Notice and Quorum for Any Action Authorized Under Sections 2, 3, 3(b) or 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 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 subject 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 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Townhouse Units and may be collected on a monthly basis. However, the Declarant shall pay minimally one-third (1/3) of the applicable assessment for each Townhouse Unit which is unimproved at the time such assessment is levied.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The period for annual assessments as provided for herein may commence on the first day of the month following the conveyance of the first Townhouse Unit to an owner. Such first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The directors shall fix the amount of the annual assessment against each Townhouse Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to all members not subject thereto. All dates shall be established by the 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 specific Townhouse Unit have been paid. A properly executed certificate on a Townhouse Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment levied and not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. 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 Townhouse Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Townhouse Unit shall not affect the assessment lien. However, the sale or transfer of any Townhouse Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse Unit from liability from any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Architectural Control

Other than the structures and appurtenances as constructed by Declarant, no building, fence, wall or other structure shall be commenced.
erected or maintained upon any Townhouse Unit, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing and be in harmony of external design, color and location in relation to surrounding structures and topography by the directors of the Association, or by an architectural committee composed of three or more representatives appointed by the directors. In the event that said directors, 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 VII

Party Walls

Section 1: General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Townhouse Units and placed on the dividing line between Townhouse Units, shall constitu- tute 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 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 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 the wall, and if the other owner(s) thereof 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 4: Weather Proofing. 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 concern- ing 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 VIII

General Provisions

Section 1: Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, conditions, 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 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the property for a term of thirty (30) 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 thirty (30) year period by an instrument signed by not less than eighty percent (80%) of the owners, and thereafter, by an instrument signed by not less than sixty percent (60%) of the owners. Any amendment must be recorded.

Section 4: Annexation. Additional residential properties and common areas may be annexed to the Property with the consent of two-thirds of each class of members.

Section 5: 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) dedication of common areas to the public, and 3) amendment to any covenant, condition or restriction.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed effective ______________ 1982.

DECLARANT:

HELM PLAN-I, A Wyoming Limited Partnership

By:

President, Helm Inc., a Wyoming corporation

General Partner

STATE OF WYOMING } ss.

COUNTY OF NATRONA } ss.

The foregoing instrument was acknowledged before me by GERALD STALICK, President, Helm Inc., a Wyoming corporation as General Partner of Helm Plan-I this __/__/1982 day of __________, 1982.

Witness my hand and official seal.

Notary Public