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 G. Hopkins, Mayor

ATTEST

Calvin L. Chadsey
City Clerk

OWNERS

[Signature]
Charles S. Hunt

[Signature]
Virginia M. Hunt
ACKNOWLEDGMENT

STATE OF WYOMING } s.s.
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 } s.s.
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 PRIVATE EASEMENTS AFFECTING
LOTS 1, 2, 3, 4 AND 5,
HUNT ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

THIS DECLARATION is made this 31st day of May, 1979, by HELM PLAN-I, a Wyoming Limited Partnership, of 406 Con Roy Building, Casper, Wyoming, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 1, 2, 3, 4 and 5, Hunt Addition to the City of Casper, Natrona County, Wyoming, hereinafter referred to as the "Properties".

NOW, THEREFORE, Declarant hereby declares that all of the Properties described above, shall be held, sold and conveyed subject to the building laws of the City of Casper, easements and restrictions of record, and the following private easements, restrictions, covenants and conditions to protect the value, attractiveness, desirability and use of the Properties for single family, townhouse, residential purposes only, and which shall run with the Properties and shall be binding upon all parties having any right, title or interest in the same or any part thereof, their heirs, legal representatives, 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 townhouse situate on any portion of the Properties 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 the plot of land as shown and described upon the recorded Subdivision map of the Hunt Addition to the City of Casper, Natrona County, Wyoming, recorded in Book 279, at Page 178 of the records of Natrona County, Wyoming.

Section 4: "Townhouse" shall mean and refer to a certain measured parcel of land wholly within a particular Lot, including the improvements thereon situate.

Section 5: "Association" shall mean and refer to all owners of townhouses situate in a particular Lot, as a class.

Section 6: "Single family" shall mean and refer to the family of the owner, contract vendee, or of a tenant.

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 undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

Section 1: Owner's Easements of Enjoyment.

A. Every owner shall have a non-exclusive right and easement for construction, maintenance, enlargement, use and repair of cable television, water and sewer lines in, on or across the west twenty-five feet of each Lot in which his townhouse is situate, and such additional area to the west exterior perimeter of any building, as originally constructed on such Lot.

B. Every owner shall have the non-exclusive right and easement for ingress and egress over and across the driveway
as constructed on the Lot in which his townhouse is situate.

Except for reasonable loading and unloading activities, no vehicle shall be left unattended on such driveway easement;

C. Every owner shall have a right and easement for parking and storage, as such area is constructed, on the north portion of the Lot in which his townhouse is situate.

Ownership of a townhouse shall entitle the owner to the exclusive use and benefit of not less than one (1) such parking space which shall be permanently assigned by Declarant. Such area shall not be used for the parking or storage of wrecked vehicles or other unsightly modes of conveyance.

The rights and easements set forth above shall be appurtenant to and shall pass with the title to every townhouse.

Section 2: Delegation of Use. Any owner may delegate his right of enjoyment to the aforesaid rights and easements to family members, tenants, invitees, or contract vendees.

ARTICLE III
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 upon each Lot, and placed on the dividing line between each townhouse, 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 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 it and the other owner shall contribute to the cost of the restoration thereof without prejudice, however, to the right of any such owner to call for a larger contribution from the other 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 contribute 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 arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE IV

Membership and Voting Rights

Section 1: Every owner within each particular Lot shall be a member of the association for such Lot. Membership shall include the obligation of owner to pay assessments, as hereinafter set forth, and membership shall be appurtenant to and shall not be separated from ownership of a townhouse.

Section 2: Every owner of a townhouse shall be entitled to one vote for each townhouse owned within such particular Lot. When more than one person holds an interest in any townhouse, all such persons shall exercise said voting right as they determine, but in no event shall more than one vote be cast with respect to any townhouse.
ARTICLE V
Covenants for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each townhouse owned within each Lot, hereby covenants, and each owner of any townhouse situate on such Lot, by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree with the owners of all other townhouses situate within the particular Lot, to pay his pro-rata share of any authorized assessment established by vote of such owners, i.e., (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessment so established, together with interest, costs and reasonable attorneys' fees shall be a charge on the townhouse and shall be a continuing lien upon the same against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such townhouse at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title, unless expressly assumed by such successor.

Section 2: Purpose of Assessments. Any assessment which is authorized to be levied on the owners of the townhouses situate in each Lot shall be used exclusively to promote the health, safety, and welfare of the residents of such Lot and for the preservation, maintenance and general improvement of the exterior portions thereof. However, in the event any owner shall fail to keep the exterior portions of his townhouse in good repair and sightly condition (specifically including plantings, driveways, parking space or other improvements appurtenant thereto) as determined by the
Association members and after approval by sixty percent (60%) vote 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 or appurtenances, and to repair, maintain and/or restore the same; and the cost thereof shall be paid by separate assessment or added to and become part of any assessment to which such townhouse is subject.

Section 3: Annual Assessment. From and after January 1, of the year immediately following the conveyance by Declarant of the first townhouse to an owner in such lot, the maximum annual assessment shall be five cents ($0.05) per square foot of each owner's parcel of land. The maximum annual assessment may be increased each year thereafter by not more than eight percent (8%) above the maximum assessment for the previous year without first receiving the assent of the affected townhouse owners. The maximum annual assessment may be increased above eight percent (8%) by a vote of eighty percent (80%) of the affected owners at a meeting duly called for this purpose.

Section 4: Special Assessments for Capital Improvements.

In addition to the assessments authorized above, 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, may be levied, provided that any such assessment shall have the assent of eighty percent (80%) of the townhouse owner's so affected, at a meeting duly called for this purpose.

Section 5: Notice for Action Authorized Under Sections 2, 3 and 4. Any two (2) owners may call an Association meeting for the purpose of taking any action authorized under Sections 2, 3 or 4 above and written notice thereof shall be sent to all other owners, not less than twenty (20) days, nor more
than sixty (60) days in advance of the meeting. Such owners may vote in person or by proxy at any such meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for the affected owners of each townhouse and may be collected on a monthly basis.

Section 7: Due Dates. The Association shall fix the amount of any assessment against any townhouse at least thirty (30) days in advance of its due date. Written notice thereof shall be sent to every affected owner. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a duly appointed member of the Association, setting forth the payment status of any assessment on a specified townhouse, which shall be binding upon the Association as of the date of its issuance.

Section 8: Effect of Non-Payment of Assessments and Remedies of the Association. Any assessments not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of ten percent (10%) 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 affected townhouse. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his townhouse or appurtenances.

Section 9: Subordination of the Lien to Mortgagees. The lien of any assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any townhouse shall not affect the assessment lien. However, the sale or transfer of any townhouse pursuant to mortgage foreclosure or in 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 from liability from any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

Architectural Control

Other than the townhouse structures and appurtenances as constructed by Declarant, landscaping, planting with grass, shrubbery, trees and flowers, no building, fence, wall or other structure shall be placed, commenced, erected or maintained upon a Lot, not shall any exterior addition to or change or alteration therein be made until the plans and specifications, showing the nature, kind, color, shape, height, materials, 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 affected Association, or by an architectural committee composed of three (3) or more representatives appointed by the affected Association. In the event the Association, 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

General Restrictive Covenants

Section 1: General Use Restrictions. The Properties shall be used exclusively for attached, single family, townhouse, residential purposes:

A. Except that any townhouse may be leased by the Owner thereof for rental income purposes, no business (other than Declarant's development business) commercial, or manufacturing enterprise, or any enterprise of any kind or
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared 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) 237-0589

1. No exterior clothes lines shall be permitted on any portion of the properties and no garments, rags or other objects, or advertising signs, billboards, or advertising devices, except as provided in accordance with Article VI, herein, shall be used as a boarding house, or any portion thereof, be conducted on or in any townhouse, or any part of the properties, nor shall any townhouse or any portion thereof, be conducted for a profit, shall be operated, maintained or conducted on or in any townhouse or any part of the properties, or religious undertaking or activity, whether or not
materials shall be hung or suspended from any window of any
townhouse structure or from the facade of any such structure,
nor shall any rugs or other materials be dusted from any
window of any townhouse structure, nor shall any rug or like
material be cleaned by beating the same on any exterior part
of any such townhouse structure.

E. No radio or television aerials or antenna shall be
permitted on the exterior of any townhouse structure or upon
any easement appurtenant to any Lot.

F. Notwithstanding the fact that no Association is
required to provide exterior maintenance upon each Lot, 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;
and each 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 restric-
tions or to supplement the same by additional restrictions
no inconsistent with the foregoing, and other matters reasonably
intended to further the purposes intended to be served by
this Article.

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, conditions, covenants, reserva-
tions, liens and charges now or hereafter imposed by the
provisions of this instrument. 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 wise 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 Properties 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 of the Properties. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 3/5 day of May, 1979.

HELM PLAN-I, A Wyoming Limited Partnership, Declarant

By: [Signature]

President, Helm Incorporated, a Wyoming Corporation and General/Managing Partner of Helm Plan-I

STATE OF WYOMING 
COUNTY OF NATRONA 

The foregoing instrument was acknowledged before me by GERALD STALICK, President, Helm Incorporated, a Wyoming corporation and General/Managing Partner of Helm Plan-I, this 3/5 day of May, 1979.

Notary Public

-11-

287195
AMENDED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND PRIVATE EASEMENTS AFFECTING
LOTS 1, 2, 3, 4 and 5,
HUNT ADDITION TO THE CITY OF CASPER, NATRONA COUNTY, WYOMING

THIS AMENDED DECLARATION is made this 26th day of October,
1979, by HEIN PLAN-1, a Wyoming Limited Partnership, p. 476 Con
Any Building, Casper, Wyoming and KENNETH K. MONNIERE, of 2242
East Eighth Street, Casper, Wyoming and hereinafter collectively
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant owns all of Lots 1, 2, 3, 4 and 5, Hunt
Addition to the City of Casper, Natrona County, Wyoming, hereinafter
referred to as the "Properties".

NOW, THEREFORE, Declarant hereby declares that all of the
Properties described above, shall be held, sold and conveyed subject
to the building laws of the City of Casper, easements and restrictions
of record, and the following private easements, restrictions, covenants
and conditions to protect the value, attractiveness, desirability
character of the Properties for single family, townhouse, residential
purposes only, and which shall run with the Properties and shall be
binding upon all parties having any right, title or interest in the
same or any part thereof, their heirs, legal representatives,
successors and assigns, for 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 townhouse situate on any portion of the Properties described
above, or contract seller, but excluding those having such interest
merely as security for the performance of an obligation.

ARTICLE II
Restrictions

Section 2: The Declarant hereby agrees to the following
restrictions and conditions:

ARTICLE III
Amendments

Section 3: This Declaration may be amended and modified,
subject to the approval of the record owner, provided that the
amendments and modifications do not violate the restrictions and
conditions contained herein.
Section 2: "Properties" shall mean and refer to all that certain real property hereinabove described.

Section 3: "Lot" shall mean and refer to the plot of land as shown and described upon the recorded Subdivision map of the Hunt Addition to the City of Casper, Natrona County, Wyoming, recorded in Book 279, at Page 178 of the records of Natrona County, Wyoming.

Section 4: "Townhouse" shall mean and refer to a certain measured parcel of land wholly within a particular Lot, including the improvements thereon situate.

Section 5: "Single family" shall mean and refer to the family of the owner, contractor, or of a tenant.

Section 6: "Developer" 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 Lot from the Declarant for the purpose of development.

ARTICLE II

Property Rights

Section 1: Owner's Easements of Enjoyment.

A. Every owner shall have a non-exclusive right and easement for construction, maintenance, enlargement, use and repair of telephone, cable television, water and sewer lines, on or across the west twenty-five feet of each Lot in which such townhouse is situate, and such additional area to the west exterior perimeter of any building, as originally constructed on such Lot and shall likewise have a non-exclusive right to place and use a receptacle which conforms to U.S. Postal Service specifications for mail delivery to be located near the south line of each Lot.

B. Every owner shall have the non-exclusive right and easement for ingress and egress over and across the driveway as constructed on the Lot in which his townhouse is situate. Except for reasonable loading and unloading activities, no vehicle shall be left unattended on such driveway easement.
C. Every owner shall have a right and easement for parking and storage (including temporary storage for the purpose of facilitating normal refuse pick-up) on the north portion of the Lot in which his townhouse is situated. Ownership of a townhouse shall entitle the owner to the exclusive use and benefit of not less than one (1) parking space in such area as constructed, which may be permanently assigned by Developer. Such area shall not be used for the parking or storage of wrecked vehicles or other unsightly modes of conveyance. The rights and easements set forth above shall be appurtenant to and shall pass with the title to every townhouse.

Section 2: Delegation of Use. Any owner may delegate his right of enjoyment to the aforesaid described rights and easements to family members, tenants, invitees, or contract vendees.

ARTICLE III

General Restrictive Covenants

Section 1: General Use Restrictions. The Properties shall be used exclusively for attached, single family, townhouse, residential purposes:

A. Except that any townhouse may be leased 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 the Developer) or religious undertaking or activity, whether or not conducted for a profit, shall be operated, maintained or conducted on or in any townhouse or any part of the Properties, nor shall any townhouse or any portion thereof, be used as a boarding or rooming house, or shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted on the Properties, 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, 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 Lot, and traffic control or such entrance signs designating, numbering or otherwise identifying the owner or occupant of each townhouse or such owner's parking space, of a style and design as approved in accordance with Article V hereof, 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.

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

C. No noxious or offensive activity of any kind, including specifically, activities productive of noise, odors, or other objectionable manifestations shall be conducted or permitted on or in any townhouse, nor shall anything be done which may be or become an unreasonable annoyance or nuisance to the owners of any part of the Properties.

D. No exterior clothes lines shall be permitted on any portion of the Properties and no garments, rugs or other materials shall be hung or suspended from any window of any townhouse structure or from the facade of any such structure, nor shall any rugs or other materials be dusted from any window of any townhouse structure, nor shall any rug or like material be cleaned by beating the same on any exterior part of any such townhouse structure.

E. No radio or television aerials or antennas shall be permitted on the exterior of any townhouse structure or upon any easement appurtenant to any Lot.
F. No building, fence, wall or other structure shall be placed, commenced, erected or maintained upon a Lot, other than the townhouse structures and appurtenances as placed thereon by the Developer, or as otherwise in this instrument specifically provided.

ARTICLE IV

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 upon each Lot, and placed on the dividing line between each townhouse, 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 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 it and the other owner shall contribute to the cost of the restoration thereof without prejudice, however, to the right of any such owner to call for a larger contribution from the other 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 contribute 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 arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE V
Betterment Committee, Voting Rights
Membership Not Required, Etc.

Section 1: Purpose. Every owner within each particular Lot shall be eligible to become a member of the Betterment Committee for such Lot organized for the purpose of promoting the health, safety and welfare of the residents of such Lot and for the preservation, maintenance and general improvement of the exterior portions thereof; and the members, as a class, may adopt Bylaws and rules to implement any such purpose, not inconsistent with any Article herein contained. Membership eligibility shall be appurtenant to and shall not be separated from ownership of a townhouse.

Section 2: Vote. Every owner of a townhouse shall be entitled to one vote for each townhouse owned within such particular Lot. When more than one person holds an interest in any townhouse, all such persons shall exercise said voting right as they determine, but in no event shall more than one vote be cast with respect to any townhouse.

Section 3: Notice of Meetings. Any two (2) owners of townhouses in each particular Lot may call the organizational meeting of each Betterment Committee or any meeting thereof upon written notice sent to all other owners, not less than twenty (20) days, nor more than sixty (60) days in advance of any such meeting. Such owners may vote in person or by proxy at any such meeting.

Section 4: Architectural Control. As provided in Section 1. F of Article III, no building, fence, wall or other structure shall be placed, commenced, erected or maintained upon a Lot, nor shall any
exterior addition to or change or alteration thereon be made unless the plans and specifications, showing the nature, kind, color, shape, height, materials, 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 affected Betterment Committee, or by an architectural sub-committee composed of two (2) or more representatives appointed by the Betterment Committee. In the event the Betterment Committee, or its designated sub-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 Section will be deemed to have been fully complied with.

Section 5: Maintenance. In the event any owner shall fail to keep the exterior portions of his townhouse in good repair and sightly condition (specifically including roofs, gutters, downspouts, exterior building surfaces, walks, driveways, parking space, grass or other plantings or improvements appurtenant thereto) as determined by such Betterment Committee and after approval by sixty percent (60%) vote of the owners (as set forth in Section 2 of this Article) at a meeting duly called for this purpose, the Betterment Committee shall have the right, through its agents, to enter upon such owner's exterior portions of his townhouse or appurtenances, and to repair, maintain and/or restore the same at the sole cost and expense of the owner of such townhouse. Any such cost not paid within thirty (30) days after the due date and expenses of collection shall bear interest at the rate of ten percent (10%) per annum and shall be the personal obligation of the person who was the owner of such townhouse at the time of such meeting. The Betterment Committee may bring an action at law and shall be entitled to judgment thereon which shall include all court costs and reasonable attorney's fees for prosecuting such action against the owner obligated to pay the same. No owner may waive or otherwise escape liability for such
cost and expense by non-use or abandonment of his townhouse
or appurtenances.

ARTICLE VI

General Provisions

Section 1: Enforcement. The Betterment Committee, or any owner,
shall have the right to enforce, by any proceeding at law or in
equity, all restrictions, covenants and restrictions now or here-
after imposed by any provision of this instrument. Failure by
the Betterment Committee 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 wise 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 Properties for a term
of thirty (30) years from the date this Declaration is recorded,
after which time, they shall be automatically extended for suc-
cessive 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 of the Properties. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has caused this instrument to be executed this 26th day of October,
1979.

HELM PLAN-I, A Wyoming Limited
Partnership, Declarant

By: [Signature]
President, Helm Incorporated,
a Wyoming Corporation and
General/Managing Partner of
Helm Plan-I

Kenneth P. Monniere, Declarant

275980
STATE OF WYOMING  
COUNTY OF NATOMA  

The foregoing instrument was acknowledged before me by GERALD STALICK, President, Helm Incorporated, a Wyoming corporation and General/Managing Partner of Helm Plan-I and KENNETH P. HOMMERS, a single man, this 26th day of October, 1979.

Deane A. LeClerc  
Notary Public