RECORDED May 13, 1975 at 12:15 O'Clock P. M.
in Book 63 of Misc., Page 341.
No. 169832       John J. Tobin
                 County Clerk

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
Skyline Ranches
Filing No. Two

The following covenants and provisions establishing Homeowner's Association
shall become covenants in any deed or other legal or equitable conveyance of the
following described lands, to wit:

The NW 1/4 Section 26; and a part of the SW 1/4 Section 23, T33N, R80W, 6th
Principal Meridian, Natrona County, Wyoming, being more particularly described as
follows:

Beginning at the corner of Sections 22, 23, 26 and 27; Thence N. 7 degrees
04'54" E., 867.27 ft. along the West boundary of the SW 1/4 Section 23 to a
point on the Southerly Right of Way line of Wyoming State Highwat No. 220; Thence
N. 79 degrees 13'44" E., 1329.02 ft. along said Right of Way line to a point on the
East line of the SW 1/4 Section 23; Thence S. 4 degrees 53'14" W., 1089.72
ft. along the East line of the SW 1/4 Section 23 to the W 1/16 corner of Sections
23 and 26; Thence S. 1 degree 37' 45" E., 1315.01 ft. along the East line of the
NW 1/4 Section 26 to the NW 1/16 corner of Section 26; Thence S. 89 degrees
03'23" W., 1319.81 ft. along the South line of the NW 1/4 Section 26 to the N 1/16
corner of Sections 26 and 27; Thence N. 1 degree 38' W., 1313.48 ft. along the West
line of the NW 1/4 Section 26 to the point of beginning.

Said parcel contains 68.834 acres, more or less as the same have been
subdivided by the plat to which these covenants are attached as an exhibit, and
any lot, part or parcel thereof, such that the same shall be covenants and
conditions running with the land, to wit:

ARTICLE I

PROTECTIVE COVENANTS

1.1 All numbered lots or parts thereof on the plat to which this is attached
shall be used solely for the construction and occupancy of churches,
schools or single family dwellings and residences, and not more than one
such dwelling shall be constructed or occupied on each lot excepting such
lots as the undersigned developers divide, prior to or by virtue of the
initial conveyances from the developers. No lot shall thereafter be
divided. Each such dwelling so constructed shall:

(a) Contain, when completed, not less than 1100 square feet of useable
living space, exclusive of any cellar, basement, porches, terraces
and garage; except that any split-level dwelling shall contain not
less than 1200 square feet.

(b) Be so situated on a lot so that no portion thereof shall be closer
than 50 feet from the street or roadway boundary, and the same
distance from each side boundary provided, however, an exception
may be granted by Skyline Ranches Architectural Control Committee

(1)
when required by topography or other physical conditions.

(c) Contain adequate provisions for sewage, and where a community sewer system is not available, an adequate, accepted sewage system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health; and be approved in writing by same. No dwelling shall be constructed within the Flood Plain designated on the final plat, if any.

(d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits, except those which may be placed overhead by the developer.

(e) Comply with community policies and building codes, if any, and those established by the developers, as hereinafter set forth, and such plans for construction shall be approved by said Skyline Ranches Architectural Control Committee for aesthetic harmony and location.

(f) Provide adequate off street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

(g) Be completed externally within Twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by Skyline Ranches Architectural Control Committee. Temporary structures used during construction shall be removed within one (1) year and shall otherwise not be allowed.

1.2 When horses are stabled and other pets are kept, the owner or owners thereof shall provide proper shelter thereof, which shelter shall provide aesthetic harmony with the house and shall be kept repaired and painted at all times, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer. In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within the subdivision. All garbage containers shall be completely enclosed and covered at all times.

1.3 No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary shelters erected by building contractors or builders of residence or other permitted building, but in no event for a period longer than one (1) year; provided that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.
1.4 As soon as weather permits after completion of each dwelling, as herein contemplated, the owner thereof shall landscape his lot and premises by the performance of necessary grading, the planting of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof, including labor, shall equal not less than two percent of the cost of construction of the completed dwelling. No grading or contouring will be permitted which will stop, dam up or otherwise directly or interfere with the natural drainage of surface waters.

1.5 No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision.

1.6 All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses, or other permanent or temporary structures of any kind shall be approved by the Skyline Ranches Architectural Control Committee prior to construction or installation.

1.7 There is hereby reserved in all streets, alleys and other ways and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding ten feet in width, unless otherwise noted on the final plat, for subterranean installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

1.8 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending March 1, 1991, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

1.9 Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

1.10 Invalidation of any one of these restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE II

CONDITIONS AND PROVISIONS
ESTABLISHING HOMEOWNERS' ASSOCIATION

The Common Area which shall be those areas owned by Skyline #2 Homeowners' Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale by contract or otherwise, of the first lot, is described as follows:

(3)
CONDITONS AND PROVISIONS
ESTABLISHING HOMEOWNERS’ ASSOCIATION

The Common Area which shall be those areas owned by Skyline #2 Homeowners’ Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

Street, roads and thoroughfares, together with a school bus and mail pick-up area, as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

2.1 Membership in Skyline #2 Homeowners’ Association
Inc. All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

2.2 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 lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area or any part thereof.

(b) The right of the Association to suspend voting rights of, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner’s lot is delinquent. Utilization of the Common Area and suspension of voting rights may be enforced for a period...
not to exceed sixty (60) days for non-payment of assessments and for breach of any regulations of the Association.

(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 upon such conditions as agreed to by the members of the Association. Provided; however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

2.4 Membership. Every Owner of a lot 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 lot which is subject to assessment.

2.5 Class of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the developers and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the owners of the lot determine.

Class B. The Class B member shall be the developers and they shall be entitled to one (1) vote for each lot 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, or

(b) on the 1st day of Jan, 1980.
2.6 Creation of the Lien and Personal Obligation of Assessments. The developers, for each lot owned by it within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be 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, if any, for collection shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat or as divided by separate conveyances from the developers) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2.7 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the same.
of the first lot to an Owner, the maximum annual assessment shall be Sixty Dollars ($60.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 10% 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 lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy, at a meeting duly called for this purpose.

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

2.9 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 for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

2.10 Notice and Quorum for Any Action Authorized Under Sections 2(c), 8 and 9. Written notice of any meeting called for the purpose of taking any action authorized under Section 2(c), 8 or 9, above, shall be sent to all members at least 10 days but not more than 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 the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meetings originally called for such purpose.

2.11 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (including within such term tracts resulting from subdivision of the platted lots by an initial conveyance from the developers) and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

2.12 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual
assessment shall be sent to every owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the owner or a person authorized by the owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

2.13 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 8 percent per annum. The Association may at its option 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.

2.14 Annexation:

(a) Additional residential property and common area may be annexed to the Properties and thereby subjected to the jurisdiction of the Association with the consent of two-thirds (2/3) of each class of members.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.
For the purpose of enforcing all provisions of these covenants there is hereby appointed an Architectural Control Committee consisting of the original Board of Directors of the Homeowners' Association, their successors, assigns, or appointees (including a committee appointed for that purpose by the officers and directors of the Homeowners' Association).

Signed as the owners of Skyline Ranches, Filing No. Two 1st day of May, 1975.

D. Kieth Spencer

James R. Herz

STATE OF WYOMING )
COUNTY OF NATRONA ) SS.

The foregoing instrument was acknowledged before me by D. KIETH SPENCER and JAMES R. HERZ this 2nd day of May, 1975.

Witness my hand and official seal.

Carol W. Nester
Notary Public

My Commission Expires:
March 5, 1979
DECLARATION OF

PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

SKYLINE RANCHES

NO. THREE

The following covenants and provisions establishing Homeowners' Association shall become covenants in any deed or other legal or equitable conveyance of the following described lands, to wit:

"Skyline Ranches No. 3" of a Part of S½ NW¼, Section 25 Township 33 North, Range 80 West Matroma County, Wyoming.

Said parcel contains 47.4990 acres, more or less as the same have been subdivided by the plat to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants and conditions running with the land, to wit:

Declaration of protective covenants, conditions and restrictions

Skyline Ranches No. Two


Home Owners Association: October 10, 1978 as per letter attached as exhibit

Owner - Developer
Westland Park Inv. Co.

Glenn L. Frisbie
Glenn L. Frisbie, Pres.

Michael J. Browell
Michael Browell, individual
Dear Mr. Erlewine

On 1C-2-78 the Skyline Ranches 2 Homeowners Association voted to allow the homeowners of Skyline Ranches 3 to become members of our association as each one takes ownership of their home, when it is completed on the lot.

Each owner will be subject to the same covenants and assessments as the owners in Skyline 2 subdivision.

The assessments are currently $5.00 per month as we discussed, and the assessments will start when construction begins on each lot. Skyline Ranches 2 Homeowners Association will bill the people individually for the assessments; and we would appreciate you giving us the names and addresses of homeowners as each one moves in.

You may also construct a mailbox rack in the easement near ours at the highway. Please contact me before you do this so we can determine location, etc.

If you have any further questions, please call me.

Best regards,

Ron Shogran, President
DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
Skyline Ranches
Filing No. Two

The following covenants and provisions establishing Homeowners' Association shall become covenants in any deed or other legal or equitable conveyance of the following described lands, to wit:

The NE4NW4 Section 26 and a part of the SW1/4NW1/4 Section 23, T33N, R85W, 6th Principal Meridian, Natrona County, Wyoming, being more particularly described as follows:

Beginning at the corner of Sections 22, 23, 26 and 27; Thence N. 7 degrees 04' 54" E., 867.27 ft. along the West boundary of the SW1/4NW1/4 Section 23 to a point on the Southerly Right of Way line of Wyoming State Highway No. 220; Thence N. 79 degrees 13' 44" E., 1329.02 ft. along said Right of Way line to a point on the East line of the NE4NW4 Section 23; Thence S. 4 degrees 53' 14" W., 1089.72 ft. along the East line of the NE4NW4 Section 23 to the W 1/16 corner of Sections 23 and 26; Thence S. 1 degree 37' 45" E., 1315.01 ft. along the East line of the NW1/4NE1/4 Section 26 to the W 1/16 corner of Section 26; Thence S. 89 degrees 03' 23" W., 1319.81 ft. along the South line of the NW1/4NE1/4 Section 26 to the N 1/16 corner of Sections 26 and 27; Thence N. 1 degree 38' W., 1313.48 ft. along the West line of the NW1/4NE1/4 Section 26 to the point of beginning.

Said parcel contains 68.834 acres, more or less as the same have been subdivided by the plat to which these covenants are attached as an exhibit, and any lot, part or parcel thereof, such that the same shall be covenants and conditions running with the land, to wit:

'ARTICLE I'

PROTECTIVE COVENANTS

1.1 All numbered lots or parts thereof on the plat to which this is attached shall be used solely for the construction and occupancy of churches, schools or single family dwellings and residences, and not more than one such
dwelling shall be constructed or occupied on each lot excepting such lots as the undersigned developers divide, prior to or by virtue of the initial conveyances from the developers. No lot shall thereafter be divided. Each such dwelling so constructed shall:

(a) Contain, when completed, not less than 1100 square feet of usable living space, exclusive of any cellar, basement, porches, terraces and garages; except that any split-level dwelling shall contain not less than 1200 square feet.

(b) Be so situated on a lot so that no portion thereof shall be closer than 50 feet from the street or roadway boundary, and the same distance from each side boundary provided, however, an exception may be granted by Skyline Ranches Architectural Control Committee when required by topography or other physical conditions.

(c) Contain adequate provisions for sewage, and where a community sewer system is not available, an adequate, accepted sewage system must be installed for each lot and it shall comply with the rules, regulations and standards required by the state and local departments of health, and be approved in writing by same. No dwelling shall be constructed within the flood plain designated on the final plat, if any.

(d) Be adequately wired for electricity in full compliance with the requirements of the United States Electrical Contractor's Code, and all electric, telephone and other utility lines shall be buried below the surface of the ground in adequate conduits, except those which may be placed overhead by the developer.
(c) Comply with community policies and building codes, if any, and those established by the developer, as hereinafter set forth, and such plans for construction shall be approved by the Skyline Ranches Architectural Control Committee for aesthetic harmony and location.

(f) Provide adequate off-street parking for vehicles of the family occupying such lot and their guests. No parking will be permitted within the right of way of streets or roads within this subdivision.

(g) Be completed externally within twelve (12) months after commencement of construction. Expandable designs will be permitted when the complete design, showing all progressive stages of construction, has been approved by the Skyline Ranches Architectural Control Committee. Temporary structures used during construction shall be removed within one (1) year and shall otherwise not be allowed.

1.2 When horses are stabled and other pets are kept, the owner or owners thereof shall provide proper shelter thereof, which shelter shall provide aesthetic harmony with the house and shall be kept repaired and painted at all times, keep the same contained, and the entire premises shall be kept clean and sanitary at all times. In the event a controversy should arise regarding the keeping of pets and cleanliness and sanitary conditions thereof, the results shall be determined by the Natrona County Health Officer.

In addition, the owner of each lot shall not permit the accumulation of weeds, brush, rubbish, junk, junk cars of any kind, unlicensed cars, appliances, etc., or allow or permit said premises, or the animals thereon, to become a nuisance or offensive, or to annoy the other owners within
the subdivision. All garbage containers shall be completely enclosed and covered at all times.

1.3 No tents, house trailers or other temporary living quarters, or shed or temporary building of any kind shall be moved on, set up or built on any lot; provided, however, that temporary sheds or shelters erected by building contractors or builders of residence or other permitted building, but in no event for a period longer than one (1) year; provided that the Architectural Control Committee shall have authority to order the removal of said temporary structures whenever in its sole discretion the same have been on the premises an unreasonable length of time.

1.4 As soon as weather permits after completion of each dwelling, as herein contemplated, the owner thereof shall landscape his lot and premises by the performance of necessary grading, the planting of compatible grasses, trees, shrubs and other domestic plants in such amount that the cost thereof, including labor, shall equal not less than two percent of the cost of construction of the completed dwelling. No grading or contouring will be permitted which will stop, dam up or otherwise direct or interfere with the natural drainage of surface waters.

1.5 No outdoor or unapproved incinerators, except for the burning of papers, shall be constructed, nor shall trash, garbage or rubbish be burned within this subdivision.

1.6 All other improvements built or installed upon any premises within this subdivision, including but not limited to garages, gates, fences, barns or animal shelters, arbors, summerhouses or other permanent or temporary structures of any kind shall be approved by the Skyline Ranches Architectural Control Committee prior to construction or installation.
1.7 There is hereby reserved in all streets, alloys and other ways and across all lots and parcels of land in said subdivision, an easement and right of way not exceeding ten ft. in width, unless otherwise noted on the final plat, for underground installation of electric, gas, telephone, sanitary sewer, storm sewer, water and other utility lines serving all or any portion of this subdivision, which rights and easements may be assigned or conveyed to any recognized utility company.

1.8 The covenants and restrictions, herein contained, are mutual considerations accepted and entered into by and among all purchasers and owners of lots or parcels within this subdivision and shall be covenants running with the land, binding upon the dedicators of this subdivision and all purchasers and owners of lots and parcels herein, and upon their heirs, personal representatives, successors and assigns for a period of time ending March 1, 1991, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded agreeing to change said covenants in whole or in part.

1.9 Enforcement shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate the aforesaid provisions, restrictions and covenants, either to restrain violations or to recover damages, or both.

1.10 Invalidation of any one of these restrictions by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
ARTICLE II

CONDITIONS AND PROVISIONS

ESTABLISHING HOMEOWNERS' ASSOCIATION

The Common Area which shall be those areas owned by Skyline #2 Homeowners' Association, Inc. upon the conveyance of the first lot and which shall be conveyed by the developers to the Association prior to sale, by contract or otherwise, of the first lot, is described as follows:

Street, roads and thoroughfares, together with a school bus and mail pick-up area, as shown on the Subdivision plat for the purpose of maintaining, improving and providing access to the lots.

2.1 Membership in Skyline #2 Homeowners' Association Inc. All persons, corporations, or associations who own or acquire the title in fee to any of the land (other than lands dedicated as public roads), by whatever means acquired, shall automatically become members of the Association, a Wyoming corporation not for profit, in accordance with the Articles of Incorporation of said Association as presently in effect and filed with the Secretary of State of Wyoming and as the same may be duly amended from time to time.

2.2 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 lot, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use and maintenance of the Common Area or any part thereof.

(b) The right of the Association to suspend voting rights of, and the use of any of the Common Area, by an Owner for any period during which any assessment against the Owner's lot is due but unpaid. Utilization of the Common Area and suspension of voting rights may be enforced for a period
not to exceed sixty (60) days for non-payment of assessments and for breach of any regulations of the Association.

(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 upon such conditions as agreed to by the members of the Association. Provided, however, no such dedication or transfer shall be effective unless a resolution has been adopted by two-thirds of each class of members who cast votes in person or in proxy at a meeting duly called for such purpose.

2.3 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, invitees, guests or contract purchasers.

2.4 Membership. Every Owner of a lot 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 lot which is subject to assessment.

2.5 Class of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the developers and shall be entitled to, one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members; provided, however, there shall exist only one vote for each lot which vote shall be exercised as the owners of the lot determine.

Class B. The Class B member shall be the developers and they shall be entitled to one (1) vote for each lot 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, or

(b) on the 1st day of May, 1980.
2.6 Creation of the Lien and Personal Obligation of Assessments. The developers, for each lot owned by it within the Properties, hereby covenants, and the owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be 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 herein-after provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, if any, for collection shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original Subdivision plat or as divided by separate conveyances from the developers) against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2.7 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents within the Properties and for the improvement and maintenance of the Common Area.

2.3 Maximum Annual Assessment. Until January 1 of the year immediately following the date of the conveyance
of the first lot to an Owner, the maximum annual assessment shall be Sixty Dollars ($60.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 10% 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 lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who cast votes in person or by proxy, at a meeting duly called for this purpose.

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

2.9 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 for capital improvements shall have the assent of two-thirds (2/3) of the votes of each class of members who cast votes in person or by proxy at a meeting duly called for this purpose.

2.10 Notice and Quorum for Any Action Authorized

Under Sections 2(c), 8 and 9. Written notice of any meeting called for the purpose of taking any action authorized under Section 2(c), 8 and 9, above, shall be sent to all members not less than 30 days nor more than 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 the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the meetings originally called for such purpose.

2.11 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots (including within such term tracts resulting from subdivision of the platted lots by an initial conveyance from the developers) and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors.

2.12 Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the date of the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which unless changed by the Board of Directors shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual
assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

2.13 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 8 percent per annum. The Association may at its option 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.

2.14 Annexation:

(a) Additional residential property and Common Area may be annexed to the Properties and thereby subjected to the jurisdiction of the Association with the consent of two-thirds (2/3) of each class of members.

(b) Upon a merger or consolidation of the Association with another association as provided in the Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association by the surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration within the properties together with the Covenants and Restrictions established on any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the properties except as may be herein provided.
For the purpose of enforcing all provisions of these covenants there is hereby appointed an Architectural Control Committee consisting of the original Board of Directors of the Homeowners' Association, their successors, assigns, or appointees (including a committee appointed for that purpose by the officers and directors of the Homeowners' Association).

Signed as the owners of Skyline Ranches, Filing No.

Two, 1st day of May, 1975.

D. Kieth Spencer

James R. Herz
NORTHLAND, LENHART & CARPENTER, INC.
632 South David Street, Casper, Wyoming
(307) 237-3779

PERCOLATION TEST RESULTS

Date: 7/6/78
Legal Description: Section 26, Township 33 North, Range 80 West
Subdivision: Skyline Ranches No. 3
Block:
Lot: 1, 2, 3, 4 & 5

Observation hole. Soil finding: Lot 2 - 6' of Moist Sandy Clay and rock, hit rock
at 64', no ground water

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Soaked</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>40 min/1&quot;</td>
<td>1' Moist Clay</td>
<td>36&quot;</td>
<td>5' below NE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>2</td>
<td>10 min/1&quot;</td>
<td>2' Fine Dry Clay</td>
<td>36&quot;</td>
<td>same as NE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>3</td>
<td>30 min/1&quot;</td>
<td>3' Moist Sandy Clay and Rock</td>
<td>36&quot;</td>
<td>same as NE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>4</td>
<td>13 min/1&quot;</td>
<td>1' Moist Clay</td>
<td>36&quot;</td>
<td>same as SE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>5</td>
<td>15 min/1&quot;</td>
<td>2' Fine Dry Clay</td>
<td>36&quot;</td>
<td>5' above SW corner</td>
<td>18 hrs.</td>
</tr>
</tbody>
</table>

Test taken by: Burton W. Hull
Signature: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards
and approved to by me on the 6 day of July 1978.

RECORDED Nov. 22 78 9:14 P.M.
IN BOOK 21 OF MISCELLANEOUS PAGE 394
WO 251392

E. C. Tenkatt, Wyoming Registration No. 520, Professional Engineer & Land Surveyor.
PERCUMATION TEST RESULTS

Date: 7-6-78

Legal Description: Section 26, Township 33 North, Range 80 West

Subdivision: Skyline Ranches No. 3

Lot: 6, 7, 8, 9 & 10

Observation hole. Soil finding: Lot 6 - 3' Moist Clay, 4' Hard Shale, no ground water. Lot 8 - 2' Moist Clay, 2' Sandy Clay, 3' Hard Shale, no ground water.

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Soaked</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>30 min/1&quot;</td>
<td>3' Moist Clay</td>
<td>36&quot;</td>
<td>NW corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>7</td>
<td>24 min/1&quot;</td>
<td>2' Moist Clay &amp; Rock</td>
<td>36&quot;</td>
<td>4' above</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>8</td>
<td>20 min/1&quot;</td>
<td>1' Fine Dry Clay</td>
<td>36&quot;</td>
<td>NE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>9</td>
<td>240 min/1&quot;</td>
<td>2' Dry Clay</td>
<td>36&quot;</td>
<td>NW corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>10</td>
<td>30 min/1&quot;</td>
<td>2' Moist Clay</td>
<td>36&quot;</td>
<td>SE corner</td>
<td>18 hrs.</td>
</tr>
</tbody>
</table>
PERCATION TEST RESULTS

Date: 7-6-78

Legal Description: Skyline Ranches No. 3

Section 26, Township 33 North
Range 80 West

Lot: 11, 12, 13, 14 & 15

Observation hole. Soil finding: Lot 15 - 3' Dry Clay, 3' Moist Clay, 1' Shale, no ground water

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Soaked</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>80 min/1&quot;</td>
<td>30&quot; Fine Dry Clay</td>
<td>30&quot;</td>
<td>S corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>12</td>
<td>60 min/1&quot;</td>
<td>1/2 Moist Clay</td>
<td>30&quot;</td>
<td>SE corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>13</td>
<td>120 min/1&quot;</td>
<td>1/2 Fine Dry Clay</td>
<td>36&quot;</td>
<td>1' above</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>14</td>
<td>120 min/1&quot;</td>
<td>2' Moist Clay</td>
<td>36&quot;</td>
<td>SW corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>15</td>
<td>60 min/1&quot;</td>
<td>1' Moist Clay</td>
<td>36&quot;</td>
<td>NW corner</td>
<td>6 hrs.</td>
</tr>
</tbody>
</table>

Test taken by: Burton W. Hull
Signature: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 6 day of July, 1978.

## PERCOLATION TEST RESULTS

**Date:** 7-6-78

**Legal Description:** Section 26, Township 33 North, Range 80 West

**Subdivision:** Skyline Ranch No. 3

**Block:**

**Lot:** 16: 17, 18, 19, & 20

**Observation hole. Soil finding:** Lot 16 - 10' Moist Clay, no ground water

**Lot 19 - 8’ Moist Clay, 1’ Shale, no ground water**

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Socked</th>
</tr>
</thead>
<tbody>
<tr>
<td>16</td>
<td>30 min/1&quot;</td>
<td>3’ Moist Clay</td>
<td>36”</td>
<td>5’ above 50‘ corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>17</td>
<td>30 min/1&quot;</td>
<td>2’ Moist Clay &amp; Rock</td>
<td>36”</td>
<td>15’ above 50‘ corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>18</td>
<td>30 min/1&quot;</td>
<td>2’ Moist Clay &amp; Rock</td>
<td>36”</td>
<td>20’ above 50‘ corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>19</td>
<td>120 min/1&quot;</td>
<td>3’ Moist Clay</td>
<td>36”</td>
<td>1/16’ corner</td>
<td>18 hrs.</td>
</tr>
<tr>
<td>20</td>
<td>120 min/1&quot;</td>
<td>3’ Moist Clay</td>
<td>36”</td>
<td>5’ below 1/16’ corner</td>
<td>18 hrs.</td>
</tr>
</tbody>
</table>

Test taken by: Burton W. Hull

Signature: [Signature]

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 6th day of July 1978.

[Signature]

L. C. Lennart, Wyoming Registration No. 520, Professional Engineer & Land Surveyor.
**PERCUTION TEST RESULTS**

Date: 7-6-78

Legal Description:
Section 26, Township 33 North,
Range 80 West

Subdivision: Skyline Ranches No. 3

Block: 21, 22, 23A, 23B & 24

Lot: 21, 22, 23A, 23B & 24

Observation hole. Soil finding: Lot 23 - 7' Fine Dry Clay, no ground water

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Soaked</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>11 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>5' below NW corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#22</td>
<td>60 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>1' below NE corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#23A</td>
<td>60 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>2' below NE corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#23B</td>
<td>60 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>1' below NE corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#24</td>
<td>45 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>1' below NE corner</td>
<td>6 hrs.</td>
</tr>
</tbody>
</table>

Test taken by: Burton W. Hull

Signature: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 6 day of July, 1978.

E. C. Lehnhart, Wyoming Registration
570, Professional Engineer & Land Surveyor.

*These tests taken in July 1976 under Hollandsworth.*
PERCOLATION TEST RESULTS

Date: 7-6-78

Legal Description: Section 26, Township 33 North, Range 80 West

Subdivision: Skyline Ranches No. 3

Block: Lot: 25, 26 & 27

Observation hole. Soil Finding: Lot 25 - 7' Fine Dry Clay, no ground water
Lot 27 - 7' Fine Dry Clay, no ground water.

<table>
<thead>
<tr>
<th>Hole No.</th>
<th>Stabilized Rate</th>
<th>Soil Finding</th>
<th>Depth</th>
<th>Ground Elevation</th>
<th>Time Soaked</th>
</tr>
</thead>
<tbody>
<tr>
<td>#25</td>
<td>30 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>1' above NE corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#26A</td>
<td>60 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>14' above NW corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#26B</td>
<td>60 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>14' above NW corner</td>
<td>6 hrs.</td>
</tr>
<tr>
<td>#27</td>
<td>120 min/1&quot;</td>
<td>3' Fine Dry Clay</td>
<td>36&quot;</td>
<td>3' above NW corner</td>
<td>6 hrs.</td>
</tr>
</tbody>
</table>

* These tests taken in July, 1976 under Hollandsworth

Test taken by: Burton W. Hull

These tests were taken in accordance with Natrona County Design Standards and attested to by me on the 6 day of July 1978.

Signature: Burton W. Hull

L.C. Lenhart, Wyoming Registration No. 320, Professional Engineer & Land Surveyor.