COVENANTS RESTRICTING AND GOVERNING
LAND USE AND DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned KELLY HEIGHTS LIMITED, a
special partnership, is the owner of all that certain property
situate in Natrona County, State of Wyoming, known and described
as, and embraced within

KELLY HEIGHTS ADDITION
TO THE CITY OF CASPER,
NATRONA COUNTY,
STATE OF WYOMING,

as shown on the plat and dedication thereof duly recorded in the
office of the County Clerk and ex-Officio Recorder of Deeds in
and for Natrona County, State of Wyoming, in Book 246 of Deeds
at page 274, and

WHEREAS, in order to insure the use and development of
said property, to prevent the impairment of the attractiveness of
said property, and to maintain property values therein, the unders-
signed desires hereby to make and impose upon a portion of said
real property the restrictions and limitations hereinafter set
forth.

NOW THEREFORE, for and in consideration of the premises,
the undersigned KELLY HEIGHTS LIMITED, a special partnership, does
hereby and by these presents make, publish, and declare and impose
upon that portion of the real property situate and included within
the aforementioned Kelly Heights Addition to the City of Casper,
Natrona County, State of Wyoming ("Addition") which is described
below the following restrictions and limitations.

ARTICLE I

Governing the use and development of Lots numbered 1
through 26 (said lots being that portion of the Addition zoned R-L
low density residential) Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said Lots are concerned and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of the specified lots, to wit:

1.1 Such lots shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or be permitted to remain on any such lot other than one private, single-family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage.

1.2 No manufacturing, commercial, business or other enterprise, including any religious undertaking or activity of whatsoever kind or nature, including churches, religious meeting or gathering places, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein, nor shall any structure therein or any part thereof, be used as a boarding or rooming house, nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon, nor shall any signs, billboards or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed or be permitted to remain on any such lot.

1.3 No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used thereon as a place of residence or habitation, either temporarily or permanently, and, except as the same may be customarily employed by contractors for and during the construction of
improvements thereon, no house trailer, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed or be permitted to remain on any such lot except that a camper-trailer, mobile home, or boat or snowmobile trailer may be stored on the rear portion of any lot, provided that the same do not exceed twenty (20) feet in length.

1.4 With respect to the improvements to be erected and situate on such lots the following, together with all other provisions hereof, shall govern.

(a) No residence costing less than $20,000, including the cost of the lot, according to cost analysis of the Federal Housing Administration as of June 1, 1959, or having a ground floor area of less than 1,100 square feet shall be located on the lots.

(b) The floor areas of residences to be constructed on the lots shall be exclusive of one-story open porches and garages, and the ground floor areas may be reduced by one-third in split-level construction, and by one-half in tri-level construction, provided, however, that the total floor area in split-level and tri-level construction shall not be less than the ground floor area above mentioned.

(c) Yard fences may extend only from the rear of any lot along the lot boundary lines, including utility easements in the fenced portion, and from the lot boundary lines to the rear of the house thereon and no part of any such fence shall be forward of the rear elevation of any such house and there shall be no front yard fencing. Where a house is turned on a corner lot, there shall be no fencing on either the street side or front of said house beyond the side or front of said house.

(d) No structures shall be erected, altered, placed, or permitted to remain on the lots other than a one detached single-family residence not to exceed two stories in height, split-level, and two stories on a tri-level house, and a detached or attached private garage for not more than three cars.

(e) No structure shall be located on any such lot nearer than 25 feet to the front lot
line, or nearer than 25 feet to any street line. No structure shall be located nearer than 10 feet to an interior lot line, except that a 10-foot side yard shall be required for a garage or other permitted accessory building located 25 feet or more from the minimum building setback line. No structure shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes hereof, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event a residence is turned on a corner lot to face the side street, the setback line at the front of the lot shall be not less than the setback of the adjoining residence, and the setback line on the side street shall be 25 feet. All construction shall be new, and no used building shall be moved from outside and placed on any such lot.

(f) No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(g) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any such lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

(h) Each residence on the lots shall have a removable underground garbage container installed in the front yard thereof. The container shall have a capacity of 35 gallons or more, and shall be mechanically adequate for the purposes thereof and shall be located where the same will not be subject to vehicular damage and shall not be located immediately adjacent to any driveway.

(i) No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be
parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

(j) No noxious or offensive activity, commercial or otherwise, shall be conducted on the lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property in the Addition.

1.5 Easements for installation and maintenance of utilities are reserved and are shown on the recorded plat of the Addition.

1.6 The construction of residential improvements on any such lots shall be completed not later than one year from and after the date upon which such construction was commenced; all such lots shall be landscaped and planted with grass and trees or shrubbery of appropriate character and type within one year from and after construction of improvements on any such lot has commenced.

1.7 The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such lots the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty year period or at the end of any succeeding ten year period.

1.8 In the event of the violation of the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or, attempting to
violate the same and therein to recover damages for such violation or attempt or, at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.

ARTICLE II

Governing the use and development of Lots numbered 27, 28 and 29 (said lots being that portion of the Addition zoned R-M medium density residential) of the Addition, Kelly Heights does hereby specify and declare the following restrictions and limitations which shall be and constitute covenants running with the land insofar as said lots are concerned and shall be binding upon the undersigned and all persons claiming under it, and shall be for the benefit of, as well as limiting and restricting, all future owners of such lots, to wit:

2.1 No building or structure shall be erected, placed, or permitted to remain on any such lots and the premises shall not be used for any purpose unless the same shall be consistent with the uses permitted in an R-M (Medium Density Residential) zone as presently established by Article 9 of Ordinance No. 1558-A of the Ordinances of the City of Casper, Wyoming.

2.2 Any multiple family dwelling constructed on such lots shall contain units having no less than two bedrooms and an average square footage per unit of 800 square feet, i.e. a four-family dwelling shall have a total square footage of not less than 3,200 square feet. The square footage requirement shall be exclusive of open porches and garages.

2.3 No residential structures shall be erected, placed or altered on any of said lots which exceed two stories in height and each residential structure shall have an attached or detached garage for each family dwelling. Each multiple family dwelling
shall have an off street parking area for recreational vehicles.

2.4 No vehicle of a size larger than the now standard American manufactured car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry, such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles and snowmobile trailers, tractors and trailers shall be parked on the streets or any of the front portions, driveways or other ways of access of or to any such lot or lots for a continuous period of more than 48 hours. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative.

2.5 The covenants herein contained shall be and remain in full force and effect for a period of twenty (20) years from and after the date hereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of such lots the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first twenty-year period or at the end of any succeeding ten year period.

2.6 In the event of the violation or the attempt to violate any of the covenants herein contained, it shall be lawful for the undersigned Kelly Heights Limited, or any person hereafter owning any such lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and therein to recover damages for such violation or attempt or, at its or their option, to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish prior existing and unobjectionable conditions.
ARTICLE III

3.1 In the event any one or more of the covenants herein contained is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall, nonetheless, remain in full force and effect for and during the full term hereof.

3.2 The covenants herein contained shall be binding upon the undersigned Kelly Heights Limited, and upon all its successors and assigns, as to any and all of the lots specified as being covered thereby, and are imposed upon as an obligation and charge against the land and lots specifically described for the benefit of the undersigned Kelly Heights Limited, its successors and assigns, and for the benefit of the lands and those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part of the specifically described lands.

IN WITNESS WHEREOF Kelly Heights Limited has executed this instrument at Casper, Wyoming on the 8th day of January, 1972.

KELLY HEIGHTS LIMITED,
A special partnership

KELLY HEIGHTS DEVELOPMENT CORP.,
General Partner

By
President

ATTEST:

Secretary

STATE OF WYOMING SS.
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by R. F. Trask on behalf of KELLY HEIGHTS DEVELOPMENT CORP., General Partner of KELLY HEIGHTS LIMITED, a special partnership, this 8th day of February, 1973.

Witness my hand and official seal.

Notary Public
AGREEMENT TO CHANGE COVENANTS

The property owners of all residential lots in Kelly Heights Addition, Natrona County, Wyoming, agree to change the covenants of said addition, 5-10-73, Book 59 of Miscellaneous, page 641, to comply with the City of Casper, Natrona County, Wyoming, on side yard requirements on corner lots of said addition.

John D. Sloan

John E. Pearce

Barbara E. Divine

State of Wyoming )
County of Natrona )

The foregoing instrument was acknowledged before me by John D. Sloan, John E. Pearce and Barbara E. Divine, this 15th day of May, 1974.

Witness my hand and official seal.

Notary Public

[Signature]

My Commission expires: January 30, 1977

[Commission Number]
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEYWOOD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 21st day of July, 1990, by HILLTOP HOMES INC., a Wyoming Corporation, hereinafter called "Declarant".

RECITALS:

A. Declarant is the owner in fee of all of the following described real property "the Property" situated in the City of Casper, County of Natrona, State of Wyoming:

Lots 1-4, Block 1; Lots 1-4, Block 2; Lots 1 and 2, Block 3; Lots 1-4, Block 4; Lots 1-4, Block 5; Lots 1-4, Block 6; all of Outlot A; of Stoneywood a subdivision of a portion of Blocks 4 and 6 Kelly Heights Addition located in the SW1/4, Section 12, T33N, R79W of the 6th Principal Meridian, City of Casper, Natrona County, Wyoming.

B. Declarant desires to establish on the property an exclusive residential community which is designed to maximize the use of available land and which contains residential dwelling units thereon known as "pin-wheel" cluster homes, with open spaces, private drives, garages, parking areas and walkways, created for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all the residents thereof.

C. Declarant desires to assure the attractiveness of the individual lots and community facilities within the Property; to prevent any future impairment or decrease thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of said open spaces, private drives, parking areas and walkways. In order to achieve these objectives, the Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the property and each Owner thereof.

D. In order to preserve, protect and enhance the values and amenities of the Property, and to assure the residents' enjoyment of the rights, privileges and easements granted herein, the Declarant has deemed it desirable to create a non-profit corporation, which shall be delegated and assigned the powers of a non-profit corporation, also administering and enforcing the covenants and restrictions herein set forth, together with collecting, dispersing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused it to be incorporated under the laws of the State of Wyoming, a non-profit corporation.

SECTION I

DEFINITIONS

1.1 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.2 Declarant. "Declarant" shall hereinafter mean and refer to Hilltop Homes, Inc., a Wyoming corporation, and its successors and assigns.

1.3 Association. "Association" shall hereinafter mean and refer to Stoneywood Homeowners Association, Inc., a Wyoming non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.

1.4 Board. "Board" shall hereinafter mean and refer to the Board of Directors of the Association.

1.5 Property. "Property" shall hereinafter mean and refer to the following described real property to wit:

Lots 1-4, Block 1; Lots 1-2, Block 2; Lots 1 and 2, Block 3; Lots 1-4, Block 4; Lots 1-4, Block 5; Lots 1-4, Block 6; all of Outlot A; of Stoneywood a subdivision of a portion of Blocks 4 and 6 Kelly Heights Addition located in the SW1/4, Section 12, T33N, R79W of the Sixth Principal Meridian, City of Casper, Natrona County, Wyoming.
1.6 Common Area. "Common Area" shall hereinafter mean and refer to that parcel of real property identified as Outlot A on the plat for the Stonywood subdivision as recorded in the office of the Clerk and Recorder of Natrona County, Wyoming. The term "common area" shall include all garages, common parking areas for the use of owners, their guests and invitees; open areas and walkways.

1.7 Lot. "Lot" shall hereinafter refer to Lots 1-4, Block 1; Lots 1-4, Block 2; Lots 1 and 2, Block 3; Lots 1-4, Block 4; Lots 1-4, Block 5; Lots 1-4, Block 6 and shall include any residences constructed thereon.

1.8 Mortgage. "Mortgage" shall mean any mortgage of other document pledging a Lot as security for the payment of a debt or obligation.

1.9 Mortgagee. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns, or is secured by a mortgage.

1.10 Owner. "Owner" shall hereinafter mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest (including a contract seller and excluding a contract purchaser) to any Lot; but excluding, Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then, retroactive to the date of conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

1.11 Private Roads. "Private Roads" shall hereinafter mean and refer to any roads, now or hereafter constructed on the Property for the purpose of permitting vehicular traffic between the Lots and from the Lots to public roads.

1.12 Residence. "Residence" shall hereinafter mean and refer to a single-family home or other similar single-family residential unit constructed upon a Lot for the permanent occupancy of an Owner and his or her family.

1.13 Class I Lot. "Class I Lot" shall hereinafter mean and refer to any Lot owned by any Owner other than the Declarant.

1.14 Class II Lot. "Class II Lot" shall hereinafter mean and refer to any Lot owned by the Declarant.

1.15 Side Yard Fence. "Side Yard Fence" shall hereinafter mean and refer to any fence erected as a part of the original construction, or as a subsequent replacement hereof, which connects two Residences and which on one side faces an open area and on the other side faces the side or back yard of one of the Residences to which it is connected.

1.16 Side Yard Fence Owner. "Side Yard Fence Owner" shall hereinafter mean and refer to the Owner of a Residence whose side or back yard faces a Side Yard Fence.

1.17 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence erected as part of the original construction, or as a subsequent replacement therefore, other than a Side Yard Fence, which is appurtenant to two or more Residences.

1.18 Common Fence Owner. "Common Fence Owner" shall hereinafter mean and refer to an Owner of a Residence appurtenant to which is a Common Fence.

SECTION II
OWNER'S PROPERTY RIGHTS IN COMMON AREA
AND ON PRIVATE ROADS

2.1 Easements of Enjoyment, Ingress and Egress. Every Owner shall have in conjunction with all other owners, a right and easement of enjoyment in and to the Common Area and a right and easement of ingress and egress upon and across the Common Area and Private Roads for the purpose of getting to and from such Owner's Lot, which rights and easements shall be appurtenant to and pass with the conveyance of title to the Owner's Lot and Residence; provided, however, that such rights and easements shall be subject to the following:

2.1.1 The Covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration and contained in the plat of the Property recorded in the office of the Clerk and Recorder of Natrona County; and
2.1.2 The right of the Association to suspend the rights of any
Owner to vote upon Association matters and to suspend any and all rights of
any Owner to the use of the Common Area for any period during which any
Association assessment against such Owner or against such Owner's Lot re-
 mains unpaid and, for any reasonable period, assessed by the Association as
a result of the Owner's infraction, or the infraction by any member of the
Owner's family or by the Owner's guests, or any published rule or regulation
of the Association; and

2.1.3 The right of the Association to dedicate or otherwise transfer,
convey, or assign all or any part of the Common Area, or grant easements or
any other interest therein or any facility located thereon, to any public
agency, public authority, or utility company for such purpose and subject
to such conditions as may be agreed to in the instrument or instruments
evidencing such dedication or transfer, conveyance, or assignment; provided,
however, that any such dedication or transfer, conveyance, or assignment
shall require the approval of at least two-thirds (2/3) of the Class I voting
membership of the Association in attendance, in person or by proxy, at a
meeting duly called for such purposes and the approval of the Class II member,
if any, such approvals to be reflected in an instrument recorded with the
Clerk and Recorder of Natrona County, Wyoming; and

2.1.4 The right of the Association to adopt, from time to time, rules
and regulations concerning pedestrians and vehicular traffic and travel up-
on, in, under and across the Common Area and Private Roads; and

2.1.5 The right of the Association to adopt, from time to time, rea-
nons rules and regulations concerning use of the Common Area as the
Association may determine as necessary or prudent.

2.2 Delegation of Use. Every Owner shall have the right, subject to rules
and regulations promulgated by the Association, to extend the rights and eas-
ements of enjoyment vested in him herein to each of his occupants and to each
member of such Owner's family who resides with him or her within the Property
and such other persons as may be permitted by the Association.

2.3 Conveyance of Common Area. Declarant shall convey fee simple title to
the Common Area within the Property to the Association prior to the first closing
of the sale of a Lot within the Property.

SECTION III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every Owner of a Lot shall be a member of the Association.
Membership in the Association shall be appurtenant to and may not be separated
from fee simple title ownership of such Lot.

3.2 Present Status of Lots. As of the date of execution of this Declara-
tion, all Lots are Class II Lots, and Declarant is the Owner of all Lots in the
Property.

3.3 Classes of Voting Membership. Subject to Section 3.4, the Association
shall have two classes of voting membership whose voting rights shall be as
follow:

3.3.1 The first class of voting membership shall be known as "Class I"
voting membership and shall be comprised of all Owners of Class I Lots. Each
Owner of a Class I Lot shall be entitled to one (1) vote. Whenever more
than one person is an Owner of a particular Class I Lot, all of the Owners
of such Class I Lot shall be members of the Association and the vote applic-
able to such Class I Lot shall be exercised as such Owners may among them-
selves determine, but in no event shall more than one vote be cast with re-
spect to each Class I Lot; and

3.3.2 The second class of voting membership shall be known as "Class II
Voting Membership" and the Declarant shall be the sole Class II member. The
Declarant shall be entitled to three (3) votes for each Class II Lot owned.

3.4 Termination of Class II Voting Membership. Upon the happening of either
of the events set forth below in Sections 3.4.1, 3.4.2 or 3.4.3 (whichever first
occurs) the Association shall thereafter have one class voting membership which
shall be Class I membership. Subsequent to such event, all Owners, including
the Declarant, shall be entitled to one vote for each Lot owned. Such events are:

3.4.1 When the total votes outstanding in the Class I Voting Member-
ship equal the total votes outstanding in the Class II Voting Membership; or
3.4.2 On January 1, 1985; or

3.4.3 On such date as Declarant shall voluntarily relinquish its Class II voting membership.

3.5 Owner's Address for Notices. Unless an Owner shall have notified the Association by registered or certified mail of a different address, a notice required to be given, or otherwise given, by the Association under this Declaration to any Owner may be mailed to such Owner in a postage prepaid envelope and mailed by first class, registered, or certified mail to the address of the Lot shown upon the Association's records as being owned by such Owner. A notice in accordance with the foregoing will be deemed to have been given by the Association on the date that it is mailed.

SECTION IV

ASSESSMENTS

4.1 Covenant of Personal Obligation of Assessments. Every Owner of every Class I Lot, by acceptance of the Deed or other Instrument of conveyance thereof (whether or not it shall be so expressed in such deed or other Instrument of conveyance) is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) monthly assessments, (b) special assessments, and (c) default assessments applicable to such Class I Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Area or by abandonment or leasing of such Owners' Class I Lot.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience and general welfare of the Owners, including the improvement and maintenance of the Common Area. Proper uses of the Assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs incurred by the Association for:

(a) repairing, replacing, insuring and maintaining the Common Area and improvements thereon, including the non-assigned parking places, the playground, the multiple use black-topped recreation area and walkways;

(b) installation, maintenance and repair of Private Roads and underground utilities upon, across, over and under any part of the Common Area;

(c) installation, maintenance and repair of asphalt paving, curbs, gutters and drainage swales on any Private Roads located in the Property;

(d) installation, maintenance and repair of walkways;

(e) garbage and trash pickup and water and sewer service furnished to the Common Area or to Lots by the Association;

(f) providing services to the Common Area such as moving grass, caring for the grounds and sprinkling and irrigation system, landscaping, trees, shrubs, grass, walkways and pathways;

(g) repair and maintenance of all common parking areas as hereinafter described;

(h) carrying out the powers and duties of the Association

(i) providing a water service to any Resident utilizing a master meter for water, the cost thereof to be prorated on an equitable basis among the users thereof;

(j) providing for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Area on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments;

(k) any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for repair, maintenance, taxes and the other uses specified above.

4.3 Assessment Years. The first assessment year for the levying of the Association's monthly assessments shall commence upon the first day of the month immediately following the date of the recording with the Clerk and Recorder of Natrona County of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area shall be on the first day of a month, then such date shall be the commencement date for the first assessment year) and shall continue thereafter.
until the following 31st day of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st day of December.

4.4 Amount of Monthly Assessment. The Association's monthly assessments to be levied by the Association on all Class I Lots with single-family Residences therefor for the first two (2) years after the date of recording of this Declaration shall be in an amount, as determined by the Board, not to exceed $50.00 per year. The maximum monthly assessments for any particular assessment year shall be in such amount, as is determined by the Board.

4.5 Determination of Amount of Monthly Assessments. So long as the Association's monthly assessments for a particular assessment year do not exceed the maximum monthly assessments for the first two (2) assessment years, as provided in Section 4.4 above, or thereafter be increased by the Board by more than twelve percent (12%) per annum, the Board may determine and levy such monthly assessments without a vote or approval being required of either Class I or voting membership of the Association. If, however, the Board shall desire to levy monthly assessments for a particular assessment year which shall be in excess of the maximum monthly assessments for the assessment year immediately preceding the particular assessment year plus twelve percent (12%), then the Board shall give written notice thereof to all Owners at least 30 days in advance of the commencement date of the particular assessment year and the approval of two-thirds of the Class I members plus the Class II member, if any, for a particular assessment year in accordance with the foregoing sentence, then the monthly assessments for that particular assessment year shall be deemed to be the same as the monthly assessments for the assessment year immediately preceding that particular assessment year.

4.6 Special Assessments. Generally, in addition to the monthly assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose or purposes of repairing, in whole or in part, the costs, fees, and expenses of any construction, reconstruction, repair, demolishing, replacement, or maintenance of the Common Area, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of Private Roads within the Property, if any, provided, however, that any such special assessment shall be approved by at least two-thirds of the Class I voting members of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose and by the Class II member, if any.

4.7 Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described fore, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of Common Areas and Private Roads within the Property and any improvements thereon, if any, or for the future construction or improvement thereon. Any funds so collected shall be designated by the Board of Directors of the Association as capital contributions by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

4.8 Notice and Quorum Requirements for Certain Actions. Written notice of any meeting of the classes of voting membership of the Association shall be given by the Board to each Owner not less than ten (10) days prior to such meeting and shall notify the Owner of the purpose, date, time and location of such meeting. At such meeting called, the attendance, in person or by proxy, of at least 50% of the Class I membership of the Association and the Class II member thereof shall constitute a quorum. If the required quorum is not present at such meeting called, then subsequent meetings may be called, subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half of the required Class I members required at the preceding meeting plus the Class II member. No such subsequent meeting shall, however, be held less than ten (10) nor more than thirty (30) days following the preceding meeting.

4.9 Due Dates for Assessment Payments. Unless otherwise determined by the Board, the monthly assessments and any special assessments which are to be paid in monthly installments shall be paid monthly, in advance, and shall be due and payable to the Association at its office, on the first day of each month. If any assessment shall not be paid within fifteen (15) days after it shall have become due and payable, then the Board may assess a "late charge" thereon in an amount not exceeding Ten Dollars ($10.00) to cover the extra expenses involved in handling delinquent assessment payments.
4.10 Exempt Property and Declarants Financial Obligations.

(a) The following property subject to this Declaration shall be exempt from the monthly and special assessments created herein:

(i) all properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Wyoming; provided, however, that none of such properties which are devoted to residential dwelling use shall be exempt from such assessments;

(ii) the Common Area;

(iii) all Class II Lots;

(iv) all Class I Lots owned by Declarant, except as provided in subsection 4.10 (b) below.

(b) Declarant shall be obligated, until its Class II membership shall terminate pursuant to Section 3.4 hereof, to contribute monthly to the Association such amounts, if any, as will offset any deficits of the Association, excluding from such contributions, however, any deficits resulting from any special assessments pursuant to Section 4.5, or any reserve for improvements pursuant to Section 4.7.

4.11 Liens for Assessments. The monthly and special assessments provided for in this Section IV and any and all default assessments arising under the provisions of Section 6.4, 7.2, 9.1 and 9.2, (together with any and all interest, costs, late charges, expenses and reasonable attorney's fees which may arise under this Section IV), shall be burdens running with, and a perpetual lien in favor of the Association upon the specific Lot and Residence to which such assessments apply. To evidence and perfect such lien upon a specific Lot and Residence, the Board shall prepare and deliver a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and shall be recorded in the office of the Clerk and Recorder of Natrona County, Wyoming.

4.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a first mortgage of record (including deed to trust) and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns and whether such contract is recorded or not. Sale or transfer of any Lot shall not affect the lien for said assessment charges except that sale or transfer of any Lot pursuant to foreclosure of any such mortgage or any such executory land sales contract, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract shall extinguish the lien of assessment charges which became due prior to any such sale or transfer, or foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture of any such executory land sales contract. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture of any such executory land sales contract shall relieve any Lot from liability for any assessment charges thereafter becoming due, nor from the lien thereof.

4.13 Homestead. The lien of the association assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien.

4.14 Effect of Nonpayment of Assessments. If any monthly assessment or special assessment, or any monthly installment thereof, is not fully paid within thirty (30) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Section 6.4, 7.2, 9.1, or 9.2, then in any of such events interest shall accrue at the rate of twelve percent (12%) per annum from the due date on any amount thereof which was not paid within such thirty (30) day period or on the amount of the assessment in default, whichever shall be applicable. The Association shall, within a reasonable time after perfecting its lien as described in 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed to foreclose its lien.
against the specific Lot and Residence in the manner and form provided by Wyoming for foreclosure of mechanic's liens in and through the courts. In the event that any such assessment is not paid in full when due and Association shall commence such action (or shall counterclaim or cross claim in any such action) against any Owner personally obligated to pay the same or shall proceed to foreclose its lien against the specific Lot and Residence, then the late charges under Section 4.9, the Association's costs, expenses and reasonable Attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot and Residence in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregone lien shall not be deemed to estop or otherwise preclude the Association from thenceforth foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when foreclosed upon shall be required to pay to the Association all monthly assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid on or purchase any Lot and Residence at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

4.15 Successors' Liability for Assessments. Notwithstanding the personal obligation of each Owner of a Lot to pay all assessments thereon and notwithstanding the Association's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorneys' fees against such Lot (as more fully described in Section 4.21) without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence therefrom, of unpaid assessments, interest, late charges, costs, expenses and attorneys' fees as shown upon any certificate issued by the Association to such named successor in interest pursuant to Section 4.16.

4.16 Certificate of Status of Assessments. Upon request in writing by any person and payment of a reasonable charge therefore, the Association shall furnish within fourteen (14) days after such request is received, a certificate setting forth the amount of any unpaid assessments, interest, late charges, costs, expenses and attorneys' fees then existing against a specific Lot, the amount of the current monthly assessments and the date that the next monthly assessment is due and payable, and the amount of any special assessments and default assessments then existing against the Lot and the date of the payment or payments thereof. Upon the issuance of such a certificate signed by an officer of the Association, the information contained therein shall be conclusive upon the Association.

SECTION V

INSURANCE

5.1 Required Insurance Coverage.

(a) The Association shall obtain and maintain at all times a blanket insurance policy protecting all units against fire, wind, hail, vandalism, and such other hazards as the Board may deem necessary. Each owner shall pay his appropriate share for such insurance upon being billed by the insurance company or by the Association. Any premium not paid when so billed shall become a lien against the property in the same manner as provided for non-payment of other assessments.

(b) The Association shall obtain and maintain at all times a broad form public liability insurance policy, or similar substitute, covering the Common Area, Private Road, and the acts of the Association and its agents, and such other coverage as the Board may deem advisable. Such insurance coverage may be written in the name of the Association as trustee for all the other Owners.

(c) Any Owner may, if he so desires and at the Owner's sole expense carry any and all other insurance coverage the owner deems advisable.

5.2 Damage or Losses from Association's Insured Hazards. In the event of loss, damage, or destruction by fire or other casualty of any property covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as trustee, the Board shall, upon
receipt of the insurance proceeds, contract to repair, reconstruct, or rebuild any damaged or destroyed portions of the Common Area to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association, or other financial institution with provisions agreed to by said bank, or association, or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repairs, reconstruction, or rebuilding of such destroyed Common Area.

5. Fidelity Bonds. The Association shall maintain adequate fidelity coverage to protect against dishonest acts of the part of officers, directors, trustees, and employees of the Association and all other persons responsible for the handling of funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) All such fidelity bonds shall name the Association as an obligee;

(b) Such fidelity bonds shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; and

(c) Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who served without compensation from any definition of "employee" or similar expression.

SECTION VI

ARCHITECTURAL AESTHETICS

6.1 Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, building or other structures, and no fences (including Side Yard Fences and Common Fences), walls, patios, planters, or other similar items shall be commenced, constructed, erected, altered (specifically including the altering of the exterior of any Residence), remodeled, or maintained upon a Lot, nor shall any exterior addition, change, or alteration therein be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography, by the Board or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee, if one then exists, fails to approve or disapprove such plans and specifications within sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

6.2 Standards for Approval. Approval shall be based among other things, on: conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the property; and conformity of the plans and specifications to the purpose of these restrictions.

The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

6.3 Development by the Declarant. The provisions of Section 6.1 shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residences, Side Yard Fences, and Common Fences.

6.4 Right to Maintain and Repair Exteriors of Residences. In the event that the owner of any Residence shall fail to maintain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the same and the exterior of the Residence and any other improvements thereon in such manner as is deemed necessary and appropriate by either of said entities. The cost of such exterior maintenance shall be determined and levied against the Lot on which such Residence is located and the Association may proceed in accordance with the applicable provisions of Section IV.

6.5 Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval, or to any Owner affected by this Declaration.
nection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specification, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declaration to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith.

6.6 Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Section 6.1 shall be submitted in person or by registered or certified mail to the following address:

Hilltop Homes, Inc.
P.O. Box 215
Longmont, Colorado 80501

or such other address as may be designated by the Board of Directors or Architectural Review Committee by written notice mailed to all Owners.

SECTION VII

MAINTENANCE BY THE ASSOCIATION

7.1 Common Area and Private Roads. The Association shall, as authorized and directed by the Board, have full responsibility for and control over: All maintenance, repairing and replacing of the Common Area, specifically including without limiting the generality of the foregoing, the planting and caring for the grass, trees, shrubbery, flowers and similar landscape items, the installation and maintenance of a sprinkling or other irrigation system; the repairing and maintaining of the playground and the multiple use black-topped recreation area; the repairing and maintaining of the garages Common Parking Areas described in Section 10.1 below; the removal of snow, trash, garbage and other refuse; and the maintenance and repair of sidewalks, walkways, bicycle paths, curbing, gutters and Private Roads located within the Property.

7.2 Owner’s Negligence. In the event that the need for maintenance, repair, or replacement of any item covered within the provisions of Section 7.1 is caused through or by the negligent or willful act or omission of an Owner, or any member of an Owner’s family, or of an Owner’s guests or invitees, then the costs and expenses incurred by the Association for such maintenance, repair, or replacement shall be a personal obligation of such Owner; and, if not repaid to the Association within seven (7) days after the Association shall have given notice to the Owner of the total amount, or any portion thereof from time to time, of such costs and expenses, then the failure to so repay shall be a default by the Owner under the provisions of this Section 7.2 and such costs and expenses shall automatically become a default assessment determined and levied against such Lot and the Association may proceed in accordance with the applicable provisions of Section IV.

7.3 Agents. The Board may hire and delegate to any and all employees, agents, independent contractors, or other persons or firms it deems necessary in order to perform its duties and obligations hereunder; provided, however, that such delegation shall not relieve the Association of its duties and responsibilities hereunder.

SECTION VIII

USE RESTRICTIONS

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purposes; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner’s Residence as a home business office.

8.2 Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Declaration, as it may be amended from time to time pursuant to Section XIII.
8.3 Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary, or incidental to the construction and sale of Residences and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residences and development of the Property.

8.4 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that one dog, one cat, or other household pet may be kept on any Lot; provided that: they are kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced backyards; and if taken outside of an Owner's backyard, such pets are kept leashed and under an Owner's control at all times. Each shall be responsible for clean-up and removal from the Common Area and any Lot of such Pet's excrement.

8.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health, safety, or life of any person or which may unreasonably disturb the other Owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided, however, that prior approval of the Board or Architectural Review Committee as to the color, size, and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such sign on his Lot the Board or Architectural Review Committee is providing "For Sale" and "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be placed, erected, or permitted to remain on the Common Area, the Side Yard Fences, or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this Section 8.5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.

8.6 Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All clotheslines shall be confined to fenced yards or patio areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

8.7 Planting. Except in any individual fenced yard or patio areas appurtenant to the Residences, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the Side Yard Fences, the Common Fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.

8.8 Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or a Patio Easement Area (described in Section 11) is appurtenant, and shall not in any manner be the responsibility of the Association.
8.9 Utilities within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, conduits, systems, or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot. Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other owner to maintain and repair the utilities and related equipment installed within such other owner’s Lot.

8.10 Antennas. Without prior written approval of the Board of Architectural Review Committee, no exterior television, radio, or other communication antennas or aerials of any type shall be placed, allowed, or maintained upon any portion of the Residences, Side Yard Fences, Common Fences or Lots.

8.11 Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 8.11, a 3/4 ton or smaller truck, commonly known as a "pickup truck" shall not be deemed to be a commercial vehicle or truck.

8.12 Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

8.13 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Side Yard Fence, Common Fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other lots. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derelicts or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

8.14 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage, or other refuse from his Lot and upon the Owner’s failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.

8.15 Automobile, Board & Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats and commercial vehicles shall not be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) of Private Roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph providing that they do not remain within the Lot in excess of the reasonable period of time required to perform such commercial function.

8.16 Exterior Lighting. Each Residence must provide a post light which may be either gas or electric located in front of the Residence at the portion closest to the front street. If such post light is electric it must be actuated by a fully automatic photo-electric cell with no manual disconnect switch and have a lamp of minimum wattage of 60 watts.

8.17 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.
SECTION IX

FENCES

9.1 Side Yard Fences - Repair and Maintenance. Each Side Yard Fence Owner shall be responsible for maintaining and repairing his Side Yard Fence in a manner which is acceptable to the Board or the Architectural Review Committee and shall pay all costs on connection therewith. In the event that any Side Yard Fence Owner fails to meet such duties and obligation, the Association, upon its initiative or upon the request of the Architectural Review Committee, shall have the right after giving thirty (30) days' prior written notice to such Side Yard Fence Owner of such failure to take such action as is reasonably deemed necessary to repair, maintain or rebuild his Side Yard Fence. The costs of such action shall automatically become a default assessment determined and levied against such Side Yard Fence Owner or his Lot and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration.

9.2 Common Fences - Repair and Maintenance. The costs of repairing, maintaining and rebuilding Common Fences shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof; provided, however, that if the Common Fence Owners cannot agree upon the repair, maintenance, or rebuilding of their Common Fences, then upon ten (10) days' prior written notice to all such Common Fence Owners, any one or more of such Common Fence Owners may take such action as is reasonably deemed necessary to repair, maintain, or rebuild a Common Fence and the acting Common Fence Owner may make demand upon the non-acting Common Fence Owner or Owners for their contribution to the reasonable costs of such repair, maintenance or rebuilding. This Section 9.2 shall not be interpreted so as to preclude or prejudice any such acting or non-acting Common Fence Owner from demanding a higher percentage contribution from any other acting or non-acting Common Fence Owner under the rule of law regarding liability for negligent or willful acts or omissions. Furthermore, if any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right, after giving thirty (30) days' prior written notice to such Common Fence Owner or Owners of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence. The costs of such action by the Association shall automatically become a default assessment determined and levied against the responsible Common Fence Owner or Owners or their Lot or Lots as the case may be, and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration.

9.3 Negligent or Wilful Acts. Notwithstanding any other provision of this Section IX, any Owner, who by his negligent or willful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence.

9.4 Arbitration. In the event of any dispute concerning any Common Fence or any provisions of this Section IX related thereto, other than the rights granted to the Board, the Architectural Review Committee and the Association, each Common Fence Owner shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made by a majority of all the arbitrators, which decision shall be binding and enforced in any court having jurisdiction in the State of Wyoming. The costs of such arbitration shall be paid as directed by such arbitrators.

SECTION X

PARKING SPACES

10.1 Parking Spaces - Easement. Each Residence shall have a perpetual exclusive easement of one enclosed Parking Space on the Property for the benefit of the Owner of said Residence. The particular parking spaces which shall constitute such easements for the respective Residences on the Property are delineated on the parking sites map attached hereto as Exhibit A. Such easements shall run with the land covered by the Lots to which they relate.

10.2 Common Parking Areas. In addition to the parking spaces subject to the aforesaid easements, Declarant will establish non-assigned parking spaces for each Residence on the Property (the "Common Parking Areas"). Such Common Parking Areas shall be a part of the Common Area and shall be available for use by any person entitled to park within the Property. The Association shall, however, have all rights of ownership with respect to said Common Parking Area and shall be responsible for the repair and maintenance thereof as more fully set forth in Section 7.1.1.
SECTION XI

SPECIAL EXTERIOR WALLS AND PATIO EASEMENTS

11.1 Special Exterior Walls. Each Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an Adjacent Lot ("Adjacent Lot").

11.2 Patio and Repair Easements. A perpetual exclusive easement covering the ground area between: (1) a line running the length of the Special Exterior Wall and extending to the sides of each Lot containing the Wall, and (2) the property line of each Adjacent Lot is hereby created for the benefit of the Owner of each such Adjacent Lot. Such easement areas are depicted on the plat attached hereto as Patio Easements and are expected to be approximately three feet in width. All Patio Easements may be used by the Owner of each Adjacent Lot for any purposes consistent with this Declaration. In addition to the patio easement described above, each Owner of a residence shall have an easement on the property surrounding an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot or the Common Area, for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall or the roof of a Residence. Each easement shall be of temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owners' Lot or the Common Areas for only such distance as is reasonably required to undertake and perform such repair and maintenance work.

11.3 Rights of Owner with Respect to Maintenance of Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall have the right at all reasonable times to enter the Patio Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining, or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

11.4 Restrictions on Owner of Adjacent Lots. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and plantings; defacing the wall in any manner; placing graphics or other design work (whether painted or otherwise) on the special exterior wall; or using the wall as a playing surface for any sport.

11.5 Restrictions on Owner with Residence Containing Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching anything to such wall or from altering it in any way other than painting the wall in such manner as shall be approved by the Board of the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no such other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

SECTION XII

OTHER EASEMENTS

12.1 Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements as shown on the plat for the Property recorded in the Office of the Clerk and Recorder of Natrona County, Wyoming. No fence, wall, hedge, easement, barrier, or other improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across, or within the areas reserved for easements.

12.2 Encroachments upon Lots and Common Area. The Property and all portions thereof, shall be subject to an easement for encroachments created by construction, settling, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance thereof shall exist.

12.3 Utility Easements. In addition to the easements contained in Section 12.1 and Section 12.2, there is hereby created for the benefit of the Declarant and the Association, an easement upon, across, over and under all Common Areas, Private Roads, Side Yard Fences and Common Fences, within the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewer, gas, telephone, electrical, and a master television antenna system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain necessary equipment on the Common Areas and
Private Roads within the Property and to affix and maintain electrical and telephonic wires, circuits, and conduits on, above, across, and under the roofs and exterior walls of the Residences and all improvements situated on the Common Area. Notwithstanding anything to the contrary contained in this Section 12.3, no water, sewer, gas, telephone, electrical, or antenna lines, systems, or facilities, may be installed or relocated over, across, and on the Lots, Common Area, Private Roads, Side Yard Fences or Common Fences except as initially approved by Declarant, or thereafter as approved by Declarant, the Board or the Architectural Review Committee. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over, or under any part or all of the Common Areas, Private Roads, Side Yard Fence, or Common Fences of the Property without conflicting with the terms hereof. The easement provided for in this Section 12.3 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

12.4 Underground Electric Service. In addition to the easements contained in Section 12.1 and Section 12.3, the utility company furnishing the electrical service shall have and is hereby granted a two-foot wide easement within each Lot along and centered on the underground electric power service conductors installed from the utility company’s easement to the designated point of service on the respective Residence. The foregoing easements for the underground electrical service may be crossed by driveways and walkways provided that prior arrangement with the appropriate utility company furnishing such electrical service has been made. Such easements for the underground electrical service shall be kept clear of all other improvements, including buildings, patios, or other pavings (other than crossing walkways or driveways) and no electrical utility company using the easements shall be liable for any damage done by it or its agents or employees to shrubbery, trees, or other improvements of the Owner of the Lot covered by said easement.

12.5 Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons to enter upon all roads and upon the Property in the performance of their duties; including, but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

12.6 Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees and to any management companies selected by the Association, upon, across, over, and under the Common Area, Private Road, Lots, Residences, Side Yard Fences and Common Fences to perform any duties of maintenance and repair of the Residences, Common Area and Private Roads as provided for in this Declaration.

12.7 Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents, and employees to enter upon, across, over, and under any Lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area. It shall be the responsibility of each Owner of a Residence to take appropriate measures, whether by landscaping or otherwise to protect an Adjacent Owner’s Lot or the Common Area from water running off of such Owner’s roof onto an adjacent Owner’s Lot or onto the Common Area and no Owner shall have liability or otherwise be responsible to any other Owner or to the Association for any loss, expense or damage resulting from such roof runoff.

12.8 Private Road Easements. In addition to the easements created by this Section XII, every Owner of a Class I or Class II Lot, the members of such Owner’s family and guests and invitees shall have a non-exclusive easement upon, above, and across the Private Roads.
SECTION XIII
BURDENS AND BENEFITS OF THIS DECLARATION

13.1 Covenants Running with the Property. The benefits, burdens, and other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

13.2 Binding Upon and Inure to Successors. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon, and inure to the benefit of, the Declarant, the Association, and all Owners and upon and to their respective heirs, executors, administrators, successors, and assigns.

SECTION XIV
DURATION AND AMENDMENT

14.1 Duration and Extension. This Declaration, every provision hereof, and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

14.2 Amendment and Modification. Subject to Section 14.1, this Declaration or any provisions hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the property or any portion thereof, with the written consent of the members holding at least sixty-six and two-thirds percent (66 2/3%) of the Class I membership in the Association and the consent of the Class II members thereof, if any, during the first twenty-five (25) year period of these Covenants and thereafter by not less than a majority of the Class I membership in the Association and consent of the Class II members thereof, if any. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners (and by the Developer as required herein) to the office of the Clerk and Recorder of Natrona County, Wyoming.

14.3 Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may be extinguished, amended, or otherwise modified unless the written approval of the Declarant, its successors or assigns, thereto shall be obtained: Section 1, Section 3.1 (including Section 3.4.2), Section 5.2, Section 8.9, Section 8.17, Section IX, Section X, Section XI, Section XII, and this Section 14.3.

SECTION XV
ENFORCEMENT

15.1 Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with the land, and be binding upon and inure to the benefit of the Declarant and the Owners and lessees of every Lot and Unit on the Property. These covenants, conditions and reservations may be enforced as provided hereinafter by Declarant acting for itself, the Architectural Review Committee and as Trustee on behalf of all of the Owners and by the Association. Each Owner by acquiring an interest in the Property appoints irrevocably the Declarant as his attorney-in-fact for such purposes; provided, however, that if an Owner notifies Declarant in writing of a claimed violation of these covenants, conditions and restrictions and Developer fails to act within thirty (30) days after receipt of such notification, then, and in that event only an Owner may separately, at his own cost and expense, enforce these covenants, conditions, and restrictions as herein provided. Vio-
15.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner, shall be applicable against every such violation and may be exercised by Declarant or Owners pursuant to paragraph 15.1 of this Section. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

15.3 Certificate of Compliance. Upon payment of a reasonable fee not to exceed Twenty Dollars ($20.00) and upon written request of any Owner, mortgagee, prospective owner, lessee or prospective lessee or any property covered by these covenants Declarant shall issue an acknowledged certificate in recordable form setting forth the amount of any unpaid assessments, if any, and setting forth generally whether or not to the best of Declarant's knowledge said owner is in violation of any of the terms and conditions of these covenants. Said written statement shall be conclusive upon Declarant in favor of the persons who rely thereon in good faith. Such statement shall be furnished by Declarant within a reasonable time, but not to exceed ten (10) days from the receipt of a written request for such written statement. In the event Declarant fails to furnish such statement within said ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Property, Lot or Residence, as to which the request was made and that said Property, Lot or Residence is in conformance with all the terms and conditions of these Covenants.

SECTION XVI

EFFECT OF DEVELOPMENT PLAN, PLATTS AND OTHER DOCUMENTS FILED WITH THE COUNTY OF NATRONA AND AMENDMENT THEREOF

16.1 General Information Regarding Development Plan. The Development Plan of the Planned Unit Development which the Property is a part, the preliminary or final plat and other related documents which are on record in the office of the Clerk of the County of Natrona or other applicable governmental agency (hereinafter referred to as the "Plan") has the effect and only the effect described by the Statutes of the State of Wyoming and the rules and regulations of said County. The Plan and related documents constitute part of the public controls imposed by the County upon developers. Owners, Residents and users of the Planned Unit Development and, in certain circumstances, any private property or contract rights in the Owners and Residents of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration.
A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan, as filed in the office of the Clerk, or other applicable governmental agency, describes a plan of development which Declarant believes will provide maximum benefit to the Residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the Residents, Owners and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan, for the Planned Unit Development and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Natrona, State of Wyoming.

16.2 Rights Reserved. Declarant expressly reserves to itself, its successors and assigns the right to amend any Plan for the Property, so long as:

(a) Such amendment does not alter the Lot lines of any Lot which has been conveyed to any Owner; and

(b) Such amendment does not materially reduce the amount of Common Area within the Property available to an Owner for such Owner's use and enjoyment.

SECTION XVII

MISCELLANEOUS

17.1 Non-Waiver. Failure by the Declarant, the Association, or any
Owner to enforce any covenant, condition restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

17.2 Severability. The provisions of this Declaration shall be
deemed to be independent and severable, and the invalidity of any one or
more of the provisions hereof, or any portion thereof, by judgment or
court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

17.3 Number and Gender. Unless the context requires or provides to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

17.4 Captions. The captions to the Sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration nor the intent of any provision hereof.

17.5 Notices. Any notice required to be sent to any member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as such member or Owner on the records of the Association at the time of such mailing.
19.6 Non-Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason become unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

IN WITNESS WHEREOF, the parties hereunto placed their hands and seals the day and year first above written.

HILLTOP HOMES, INC.

John G. Miller, President

Attest: James A. Johnson, Secretary

STATE OF WYOMING

COUNTY OF Natrona

The foregoing Declaration of Covenants, Conditions and Restrictions for Stoneywood Subdivision was acknowledged before me this day of 1989 by John G. Miller, President of Hilltop Homes, Inc. and James A. Johnson, Secretary.

Witness my hand and official seal.

(seal)

PATRICIA ANN COVINGTON

NOTARY PUBLIC

MATURE COUNTY, WYOMING

My commission expires: May 8, 1991

My commission expires: 11-30-91
STATE OF WYOMING
COUNTY OF NATRONA

AFFIDAVIT CONCERNING AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEYWOOD

I, B. Nevling Clune, Jr., being first duly sworn upon oath, depon and state as follows:

1. That I am the duly elected President of Stoneywood Homeowner's Association.

2. That on March 6, 1994, pursuant to the Declaration of Covenants, Conditions and Restrictions for Stoneywood dated July 24, 1980 and recorded with the County Clerk for Natrona County on April 20, 1981 as instrument number 310428 (hereinafter referred to as the Covenants), a meeting of the Homeowners Association was held.

3. That at that meeting section VI of the Covenants was reviewed and it was determined by a unanimous vote that the change was necessary thereto. Specifically, under paragraph 6.6 of said Covenants, the address specified therein should be changed to: Stoneywood Homeowners Association, P. O. Box 9195, Casper, Wyoming 82609.

4. That this Amendment affects all property located in Stoneywood, an addition to the City of Casper being located in the SW1/2, Section 12, Township 33 North, Range 79 West in the 6th P.M., Natrona County, Wyoming.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 17 day of March, 1994.

[Signature]
B. Nevling Clune, Jr.

Subscribed and sworn to before me by B. Nevling Clune, Jr. this 17 day of March, 1994.

Witness my hand and official seal.

[Signature]
Notary Public

Aug. 6, 1994

B. Nevling Clune, Jr.