DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

GARDEN CREEK HILLS

(legally described as Sunrise Hills No. 8
Addition to the City of Casper, Natrona
County, Wyoming)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 6th day of April, 1981, by RKP, a Wyoming limited partnership, hereinafter referred to as the Declarant.

RECITALS

1. Declarant is the record owner of certain real property located in Natrona County, Wyoming, known as Garden Creek Hills, (legally described as Sunrise Hills No. 3, Addition to the City of Casper, Natrona County, Wyoming, consisting of Blocks 51, 52, 53 and 54), hereinafter referred to as "Property".

2. Declarant desires to create thereon a premier residential community, to insure the attractiveness of the property, to prevent nuisances, protect the value and amenities of the property, and to provide for the maintenance of green belts and other community facilities.

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

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to the Garden Creek Hills Property Owners Association, Inc., a Wyoming non-profit corporation.

Section 1.2 "Common Expenses" means and includes expenses of administration, operation and expenses of maintenance, repair or replacement of the General Common Properties; expenses declared Common Expenses by the provision of this Declaration and the By-Laws of the Association; and all sums lawfully assessed against the lots, private dwelling units and the Common Properties.
Section 1.3 "Common Properties" shall mean and refer to all land, improvements and other properties heretofore or hereafter owned or in the possession of the Association.

Section 1.4 "Declarant" shall mean and refer to BKP, a Wyoming limited partnership, its successors or assigns if such successors or assigns should acquire more than ten undeveloped lots from Declarant for the purpose of development.

Section 1.5 "Member" shall mean any person who is a member of the Association. Every person or entity who is an "Owner" shall automatically be a member of the Association.

Section 1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple interest to a single-family lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7 "Property" shall mean and refer to the property which is subject to this Declaration and which is described more particularly on Exhibit "A".

Section 1.8 "Single Family Lot" shall refer to any platted lot on which there may be constructed only one single family dwelling unit.

Section 1.9 "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by Declarant, such right being herein retained by Declarant which: (1) supplement the provisions of this Declaration as to the Property or any portions thereof; and (2) contain additions, amendments and modifications to the Declaration.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.1 Membership. Every person or entity who is an Owner shall be automatically a member of the Association.

Section 2.2 Voting Rights. The Association shall have two classes of voting membership:

CLASS A Class A members shall be all the owners with the exception of Declarant. The Declarant may, however, become a Class A member upon termination of its Class B membership as hereinafter provided.
Class A members shall be entitled to one vote for each single family lot owned. When more than one person holds an interest in any single family lot, all such persons shall be members and the vote provided for herein shall be exercised as they among themselves determine. In no event, shall there be more than one (1) vote cast with respect to any single family lot.

CLASS B The Declarant shall be the sole Class B member and shall be entitled to three (3) votes for each single family lot. Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or

(ii) At such time as the Declarant voluntarily relinquishes its Class B membership rights.

ARTICLE III

PROPERTY RIGHTS IN THE GENERAL COMMON PROPERTIES

Section 3.1 Title to Common Properties. The Declarant may transfer to the Association any portion of property which has improvements completed thereon. The Declarant hereby covenants that it shall convey the property designated as "greenbelt" on the filing plat of Garden Creek Hills to the Association no later than the 31st day of December, 1981. Any portion of the Property so transferred may be subject to easements, right-of-way, special access permits, rights of usage, contractual agreements, covenants, or restrictions as established by the Declarant at or prior to the time of transfer.

Section 3.2 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by any
Owner for any period during which the assessment against
his lot remains unpaid; and for a period not to exceed
sixty (60) days for any infraction of its published
rules and regulations;

(c) The right of the Association to transfer all
or any part of the Common Area to any public agency,
authority or utility for such purposes and subject to
such conditions as may be agreed to by the members.
No such transfer shall be effective unless an instrument
agreeing to such transfer signed by two-thirds (2/3) of
each class of members has been recorded;

(d) The right of the Association to enter into
agreements to dedicate, lease, or grant special easements,
right-of-way, or uses to private or public agencies for
utilities or access for the general benefit of the Property.

Section 3.3 Delegation of Use. Any Owner may delegate,
in accordance with the By-Laws his right of enjoyment to the
Common Area and facilities to the members of his family, his
tenants, contract purchasers who reside on the Property, or
to such other persons as may be permitted by the Association
By-Laws.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation
for Assessments. Each owner of any single family lot within
the Property other than the Declarant, by acceptance of a
deed thereof whether or not it shall be so expressed therein
or by acceptance of any other conveyance thereof (except a
conveyance in connection with the establishment of a mortgage),
shall be deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges;

(b) Special assessments for capital improvements
or maintenance thereof;

(c) Special assessments in connection with an
Owner's failure to perform the required exterior main-
tenance or improvements to his property or in connection
with an Owner's failure to comply with this Declaration,
all as hereinafter described with more particularity.

Section 4.2 Purpose of Assessments. The assessments
levied by the Association shall be used exclusively to promote
the recreation, health, safety and welfare of owners and residents in the Properties and for the improvement and maintenance of the Common Areas.

Section 4.3 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 covering in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.4 Special Assessments for Maintenance of Property or Enforcement of the Declaration. In the event that the Owner of any single family lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Review Committee, according to this Declaration and Design Review Standards found in Article V, Section 5.2, the Board of Directors of the Association, shall have the right through its agents and employees to enter upon said parcel and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon, including landscaping, in the manner contemplated by the above provisions. This provision also applies to the completion of construction or reconstruction of any dwelling unit not completed in accordance with plans and specifications approved by the Architectural Review Committee. The cost of such exterior maintenance, construction or reconstruction shall thereupon be added to and become a part of the annual assessment to which said parcel is subject as aforesaid.

Section 4.5 Due Date, Date of Commencement, and Termination of Assessments. The annual assessments provided herein shall commence on such date as is specified in the By-Laws of the Association or in any Supplementary Declarations. The assessment shall be on a full calendar year basis with the first annual assessment being adjusted according to the number of months remaining in the calendar year. At least thirty (30) days in advance of each calendar year, the Board of Directors of the Association shall fix the amount of the annual assessment against each single family lot. Written notice of the annual assessment shall be sent to each owner subject thereto. The Board of Directors shall fix the annual and special assessments as well as establish the method of installment payments and the due dates for said assessments. Annual and special assessments shall be without limitation unless otherwise specified in a Supplementary Declaration.
Section 4.6 Effect of Nonpayment of Assessments and Personal Liability of the Owner. Any assessment not paid within thirty (30) days after the due date, (being the date specified in Section 4.5 hereof) shall become delinquent and shall bear interest from the due date at twelve percent (12%) per annum. The assessment, interest and any cost of collection thereof shall become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

The Association may bring legal action against the Owner personally obligated to pay the delinquent assessment or to foreclose the lien against the property and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees.

Section 4.7 Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment; PROVIDED, HOWEVER, such subordination shall apply only to the assessments which have become due and payable prior to the sale and transfer of such property pursuant to the decree of foreclosure and other proceedings in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessment thereafter becoming due nor from the lien of any subsequent assessment.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

Section 5.1 The Committee. There is hereby established an Architectural Review Committee consisting of three (3) members all of whom shall be appointed by the Declarant. The aforesaid members of the Architectural Review Committee shall serve at the pleasure of the Declarant. The vote of a majority of the members shall constitute the action of the Architectural Review Committee.

No improvements shall be constructed, erected, placed, altered, maintained or permitted on any of the Property nor shall any construction or excavation whatsoever be commenced or materials, equipment, or construction vehicles be placed on any lot until plans and specifications with respect thereto in manner and form satisfactory to the Architectural Review Committee showing the proposed improvements, site location of such improvements, complete building plans and material speci-
fications and all exterior elevations, materials and colors, landscaping, grading, easements and utilities and such other information as may be requested by said Committee have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the right to charge persons submitting such plans a reasonable fee for reviewing each application.

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 finish elevation of the structure to that of the neighboring structures and natural features of the property and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require an improved landscaping plan. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

If the Architectural Review Committee fails either to approve or disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within twenty (20) days after the same have been submitted to it (provided that all required information has been submitted) it shall be conclusively presumed that said plans and specifications have been approved, subject, however, to the restrictions contained in Article V hereof. The Architectural Review Committee shall notify the Owner in writing within ten (10) days after receipt of plans and specifications if additional information is needed and the aforesaid twenty (20) day period shall commence on the date of said notification, and if no notification is given, the twenty (20) day period shall commence on the eleventh (11th) day after receipt of plans and specifications.

Neither the Architectural Review Committee nor the Declarant shall be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Review Committee or Declarant to recover any such damages. Approval by the Architectural Review Committee or the Declarant shall not be deemed to constitute that the plans comply with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Review Committee to comply therewith.

Until December 31, 1990, unless voluntarily relinquished at an earlier date, the Declarant in its own name and on behalf
of the Architectural Review Committee shall have the right to enforce these covenants, conditions and restrictions. Additionally, until the date aforesaid, at the request of the Declarant or at the request of the Architectural Review Committee at any time of the duration of these covenants the Association shall have the right to enforce these covenants pursuant to Article VI hereinafter set forth. Declarant reserves the right to transfer at any time its duties or responsibilities of the Architectural Review Committee pursuant to these covenants to the Association whereupon said Association shall have the right and the duty to enforce these covenants and to restrain any violation hereof.

Section 5.2 Variances. Where circumstances such as topography, hardship, location of property lines, location of trees, brush, streams or other matter require, the Architectural Review Committee may by an affirmative vote of the majority of the members of said Committee allow a reasonable variance as to any of the covenants and restrictions contained in this instrument on such terms and conditions as it shall require. The Architectural Review Committee shall develop a design review standard which shall govern their actions in respect to granting any variances. The design review standard will be maintained in a documentary form and will detail every variance granted and the reasons for granting same.

Section 5.3 Books and Records. The Architectural Review Committee shall keep and safeguard a complete written record of all applications approved and submitted to it and all actions taken by it under the provisions of this Declaration. Said records shall be maintained for a minimum of five (5) years after approval or disapproval.

Section 5.4 Use and Architectural Restrictions.

A. Single Family Use Restrictions. Single family lots shall not contain more than one single family residential unit per lot.

B. Additional Restrictions On All Types of Lots.

(i) No commercial uses shall be allowed except that a home occupation may be carried out in the residence on a lot, PROVIDED, it is expressly approved by the Architectural Review Committee; it does not interfere with the residential character of the dwelling or neighborhood; is secondary to the use of the residence as a dwelling place; causes no undue parking or traffic problems; and has no outward appearance of such home occupation. The aforesaid shall not exclude the right of the Declarant or any builders to sell and advertise their lots.
(ii) No oil or gas drilling with the extraction thereof or mining operations shall be permitted on these lots.

(iii) No septic or sewage disposal system shall be permitted on any lot. All lots are to be provided with central water and sewer from the City of Casper, Wyoming.

(iv) No noxious or offensive activity shall be carried on at any lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to the Owners in the enjoyment of lots or the out properties. No garbage or trash or other waste shall be placed or stored anywhere on any lot other than in covered, sanitary containers. No waste shall be burned upon any lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association.

(v) Utility easements ten (10) feet on either side of all lot lines exist for the purpose of constructing, installing, maintaining and repairing utilities of all kinds and for use as drainage easements.

(vi) No domestic animals totaling more than three generally recognized house or yard pets may be maintained on any lot. All such pets shall at all times be kept under control by their owners while anywhere on the Property. Animals shall not be permitted to roam at will, and at the option of the Declarant or Association, steps may be taken to control any animal not under the immediate control of its owners, including the right to impound animals not under such control, and charge substantial fees to their owner for their return. No horses shall be kept or otherwise maintained within the Property.

(vii) No exterior fires shall be permitted except for barbecue fires contained within receptacles designed for that use.

(viii) No clotheslines, children's recreational equipment, tanks used for storage of gas, oil, water or other, refrigeration or heating apparatus, exterior lighting apparatus, or exterior antennas shall be permitted except as approved by the Architectural Review Committee. Such appurtenances or amenities, if approved by the Committee, should be located in such a way or fenced or screened in such a way as to shield such items from view in a particular and attractive way to protect such amenities from view of neighboring lots, common areas, and public roadways.
(ix) Trucks, trailers, mobile homes, campers, commercial vehicles, utility trailers, recreational vehicles shall not be kept, constructed, repaired, placed or maintained upon any lot, road, private drive or in the Common Properties in such manner that such vehicle or boat is visible from the roads. Any such vehicles shall be shielded from the public view by a structure or landscaping approved by the Architectural Review Committee.

(x) No vehicle shall be parked upon any street within Garden Creek Hills, except as may be required by the rules, regulations, and ordinances of the appropriate governmental agency having authority over public streets or highways in Garden Creek Hills.

(xi) No signs shall be permitted within any lot with the exception of those listed below:

(a) Signs required by legal Proceedings;

(b) Residential identification signs subject to the approval of the Architectural Review Committee;

(c) One "For Sale" sign which shall not exceed a total face area of six (6) square feet.

(xii) Resubdivision of single family lots shall not be permitted which will increase the density or change the land use defined within these covenants.

(xiii) No noxious or offensive activities as defined in this Section shall be permitted in the common properties. All uses and construction shall be subject to review and approval of the Architectural Review Committee and in general shall comply with the preceding covenants and restrictions as applied to all single family lots. Notwithstanding the above, the Common Areas may contain structures intended for semi-commercial uses, including storage, offices and maintenance areas for the general welfare of the Property as defined and approved by the Architectural Review Committee.

(xiv) The Architectural Review Committee may, in its discretion, and upon good cause shown, grant variances to the restrictions set forth in Subsections B, (vii), (ix) and (xi) of this Section 5.4 of this Article V upon request.

C. Design and Construction Standards.

(1) Each single family dwelling unit shall contain a minimum of 1800 square feet on the ground floor of a single story unit or 1200 square feet on the ground floor of a multi-story unit. This minimum area shall be exclusive of garages, unfinished basements or other structures.
(ii) The maximum height of all structures shall be two and one-half stories or 32 feet.

(iii) No structure shall be built within the following setback standards:

- Side lot lines - 15' set back (if two or more lots are combined for one residence, the interior lot lines need not have a set back)
- Front lot lines (Streets) - 25' set back
- Back lot lines, established by the Architectural Review Committee on lots adjoining open space and Common Areas

(iv) All dwelling units shall have a minimum of two (2) car garage. Each two (2) car garage shall be a minimum area of 500 square feet.

(v) All exterior surfaces of all structures shall be constructed of natural woods, stone, brick or other comparable materials as approved by the Architectural Review Committee. No structure's trim or amenities or fences shall be painted in any color other than a color approved by the Committee.

(vi) Roofing shall be of wood, shake or shingle construction only, or comparable materials approved by the Architectural Review Committee.

(vii) All utilities and service lines shall be placed underground.

(viii) Fences must be of natural materials (wood, rock, stone, brick) in natural finish or natural stain, shall not exceed six (6) feet in height and shall be approved by the Architectural Review Committee and shall be constructed not closer than 20 feet to the rear lot line. The Architectural Review Committee may approve open fences on the rear lot line not more than four (4) feet in height. Notwithstanding the above, the Architectural Review Committee may approve any fence which is an integral part of a structure, designed as a privacy or aesthetic feature and which will contribute to and be in keeping with the character of the area. Fencing approved by the Committee also can be of a nature intended to shield unsightly features from the general public's view.

(ix) Notwithstanding the Design and Construction Standards imposed hereinabove, the Architectural Review Committee may, in its discretion and upon good cause shown, grant variances to the restrictions set forth in Subsection C of this Section 5.4, Article V, upon request.
ARTICLE VI

GENERAL PROVISIONS

Section 6.1 Effective Official Development Plan and Other Filed Documents Filed With The City of Casper, County of Natrona. The official development plan of Garden Creek Hills, and other related documents which are on record in the office of the Clerk and Recorder of the City of Casper, and County of Natrona, or other applicable government agencies, has the effect and only the effect described by the statutes of the State of Wyoming in the rules and regulations of said City and County. Said plan and related documents are not intended to create any private property or contract rights in the owners and residents of said property. During an extended development program, various factors may intervene which may hinder the effectiveness of the said 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 the applicable laws.

Section 6.2 Duration and Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of five (5) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of all owners and thereafter by an instrument signed by not less than sixty-five percent (65%) of all owners; PROVIDED, HOWEVER, that no such amendment shall be effective in any event prior to December 31, 1990 without written approval of the Declarant. Any amendment must be recorded.

Section 6.3 Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to be properly sent when mailed postage prepaid to the last known address of the person who appears as such member on the records of the Association at the time of such mailing.

Section 6.4 Assignment of Declarant’s Rights and Duties. Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by the Declarant to the Association to assume any and all of the duties of the Declarant hereunder and upon the Association’s evidencing its consent in writing to accept such assignment, said Association, to the extent of such assignment, shall assume Declarant’s duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant hereunder. Upon such assignment, and to the extent thereof, Declarant shall thereafter be relieved from all liabilities, obligations and duties hereunder.
Section 6.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions of which shall remain in full force and effect.

Section 6.6 Benefits and Burdens. The terms and provisions contained in this Declaration shall bind and inure to the benefit of the Declarant and the lot owners located within the Property and their respective heirs, successors, personal representatives and assigns.

Section 6.7 Singular and Plural. Words used herein regardless of the number and gender specifically used be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine, as the context requires.

ARTICLE VII
ENFORCEMENT

These covenants, conditions and reservations may be enforced as provided hereinafter by the Declarant acting for himself, the Architectural Review Committee, as trustee on behalf of all the Owners, by the Association and by any Owner. In the event that any covenant shall be violated the offending party may be notified in writing by certified mail, return receipt requested by any enforcing party as defined above. Such notification shall state the name and description of the covenant which has been violated. The offending party shall have a minimum of five (5) days to remedy the violation. In the event the violation continues, enforcement shall be by any proceeding at law or in equity and may seek an order to restrain the violation or to recover damages including reasonable attorney's fees or both. Failure by the Association or by any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.
IN WITNESS WHEREOF the Declarant has executed this instrument on the day and year first above written.

DECLARANT:
BKP, a Wyoming limited partnership
By: BEKAP, INC., a Wyoming corporation
By: ____________________________
   President

and

Jack H. Perlmutter
General Partners

STATE OF COLORADO       
COUNTY OF DENVER

The foregoing instrument was acknowledged before me, this 24th day of April, 1981, by Zelie Berenbaum, president of BEKAP, INC., and general partner of BKP, a limited partnership.

My Commission Expires: NOV. 8, 1983

Notary Public

STATE OF WYOMING       
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me, this 24th day of April, 1981, by Jack H. Perlmutter, general partner of BKP, a limited partnership.

My Commission Expires: 9-7-84

310376

Notary Public