

STATE OF WYOMING

COUNTY OF CAMPBELL

468402

A. K. MORELY & SON, INC.

PERPETUAL SERVICE CORPORATION

TO THE PUBLIC

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

EAGLES NEST HOMEOWNERS ASSOCIATION

This Declaration, made on the date hereinafter set forth by A. K. MORLEY & SON, INC. and PERPETUAL SERVICE CORPORATION hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, State of Wyoming, which is more particularly described upon the plat map as the same that is filed for record with the County Clerk and Recorder of Campbell County in connection with the Subdivision designated by Campbell County as "EAGLES NEST" situate in Campbell County, Wyoming, as the same is described in Exhibit "A" attached hereto.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

AND WHEREAS, DECLARANT will convey the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above 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

STATE OF WYOMING

Campbell County

Filed for record this 27th day of Nov. 1979 at 1:52 o'clock P.M. and recorded in Book 490
of Photos on page 459 Fees \$ 56.00 468402

Dorothy Ochs
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED

By Deputy

having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owners thereof.

ARTICLE I

DEFINITIONS

Section 1: The term "Association" shall mean and refer to EAGLES NEST HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

Section 2: The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: The term "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area is more particularly described as follows:

A tract of land located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 50 North, Range 72 West of the 6th Principal Meridian, Campbell County, Wyoming, and more particularly described as follows:

Commencing at the center $\frac{1}{4}$ corner of Section 26, T 50 N, R 72 W, said center $\frac{1}{4}$ corner being marked with an aluminum cap which is on the center line of Butler Spaeth Road. Thence N 89°-54'-37" W, 33.00 feet along center line of East 12th Street and also East-West mid-section line of said Section 26 to a point; thence S 00°-05'-23" W, 30.00 feet to a steel pin and point of beginning at southwest corner of East 12th Street and Butler Spaeth Road. Thence N 89°-54'-37" W, 360.42 feet along the South right-of-way of said East 12th Street which is also 30.00 feet South and parallel to the East-West mid-section line of said Section 26, to an iron pin on the West right-of-way of Elon Avenue. Thence S 00°-05'-23" W, 85.00 feet along said West right-of-way of Elon Avenue to a point on the north right-of-way of Eagles' Nest Circle. Thence N 89°-54'-37" W, 10.00 feet along said north right-of-way of Eagles' Nest Circle. Thence S 00°-05'-23" W, 118.00 feet to a point. Thence S 89°-54'-

37"E, 170.00 feet to a point. Thence S 00°-05'-23" W, 78.08 feet to a point on the north right-of-way of Eagles' Nest Circle. Thence N 87°-49'-59"E 35.20 feet along said north right-of-way of Eagles' Nest Circle to a point of a tangent of a curve. Thence S 02°-10'-01"E, 28.00 feet to a point of a tangent of a curve to the left, said curve having a radius of 76.74 feet, central angle of 62°-22'-39" and an arc length of 83.55 feet to a point on the south right-of-way of O'Hara Drive. Thence N 89°-09'-53" E, 102.08 feet to a point on the west right-of-way of Butler Spaeth Road. Thence N 00°-50'-07" W, 262.24 feet along said west right-of-way of Butler Spaeth Road to the true point of beginning and said tract of land contains 2.06 acres more or less.

EXCEPTING THE FOLLOWING tracts of land of Eagles Nest Subdivision Filing Number 1:

- 1) Lot 1 to Lot 9, Block 1 containing 0.23 acres more or less.
- 2) Lot 1 to Lot 6, Block 2 containing 0.15 acres more or less.

As shown on a Recorded Plat of Eagles Nest in Book 2 of Plats, page 220 of the Records of Campbell County, Wyoming.

Section 5: The term "Lot" shall mean and refer to any of the recorded lots of the subdivision maps (which except the Common Area) on which there is or will be constructed a single family townhouse with attached yard which shall be individually and separately owned.

Section 6: "Declarant" shall mean and refer to A. K. MORLEY & SON, INC. and PERPETUAL SERVICE CORPORATION, their successors and assigns if such successor or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by or expressed in this Declaration.

Section 8: The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected board of directors of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners of lots therein. These covenants, restrictions, and conditions are imposed upon Declarant and upon the Owners of all lots. Said covenants, conditions and restrictions are for the benefit of all Lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each Lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the lands, as the case may be.

ARTICLE III

USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1 USE: Each Lot within the Properties, except for the Common Area, shall be improved, used and occupied only for private residential purposes.

Section 2 PETS AND OTHER ANIMALS: Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred, and maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereof.

Section 3 COMMERCIAL USE: No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes, except Declarant,

its successors or assigns, and the owners of any tract annexed pursuant to Article XVIII hereof, may use the Properties for a model home site, and display and sale office during the construction and sales period.

Section 4 SIGNS: Signs shall not be permitted other than a "For Sale" sign not to exceed 18" by 24" in size and posted in accordance with local laws and regulations.

Section 5 OTHER STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage except as detailed hereinafter.

Section 6 DRILLING: No oil drilling, oil development oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot or at any depth below the surface, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 7 TRASH COLLECTION: All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any Lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.

Section 8 EXTERNAL ANTENNA: No owner of any lot within the properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extend above the roof of any dwelling unit within the properties, unless with prior approval of the Board of Directors pursuant to the rules contained hereinafter.

Section 9 The use of Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors.

Section 10 The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

ARTICLE IV

PROPERTY RIGHTS

Section 1 OWNER'S EASEMENT 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 recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded;

- d) Easement and rights of access for utility lines as shown on the plat of Eagles Nest.
- e) The Association's Board of Directors retains full responsibility and authority over all Common Area; therefore, no owner shall alter landscaping, erect structures or in any way change the appearance of the Common Area without the written consent of the Board.
- f) The right of the Association to limit the number of guests of members;
- g) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area.

Section 2 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 member of his family, tenants, or contract purchasers who reside on the property.

Section 3 DRIVEWAYS: Ownership of each Lot shall entitle the Owner or Owners thereof to the right of ingress and egress in and upon the driveway area connected to each Lot; the covenants and restrictions of this Declaration shall in no way vest authority in the Association to deny an Owner of a Lot with the right of egress and ingress to said Lot. No parking or storage of boats, camping equipment or disabled vehicles will be allowed on driveways or private streets.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS:

Section 1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds and interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot;

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

- a) When the total votes outstanding in the membership equal the total votes outstanding in the membership; or
- b) On December 31, 1981.

ARTICLE VI

COVENANT FOR MAINTENANCE

ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION

OF ASSESSMENTS: The Declarant, for each Lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to

promote the recreation, health and safety, and welfare of the residents in the properties and for the improvements and maintenance of the Common Area, and of the homes situated upon the properties.

Section 3. MAXIMUM ANNUAL ASSESSMENTS: The maximum annual assessment shall be for each lot until January 1 of the year immediately following the conveyance of the first lot to an owner.

(a) From and after January 1 of the year immediately following the conveyance by Declarant of the first lot to an owner, the maximum annual assessment may be increased, effective January 1 of each year, without a vote of the membership, to an amount not to exceed 110% of the annual assessment for year preceding the effective date of the increase. Said increase shall not be cumulative.

(b) From and after January 1 of the year immediately following the conveyance by Declarant of the first lot to an owner, the maximum annual assessment may be increased above the amount provided for in paragraph (a) above by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in an assessment year, a special assessment applicable to that year only for the purpose of delaying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of each class of members.

Section 5. EXTERIOR MAINTENANCE: In addition to maintenance upon the Common Area, the Association shall

ARTICLE XII

BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any owner, by the Association or the successors in interest of the Association.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any owner, by the Association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenant contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or the improvements thereon, provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such owner's title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE XV

NOTICES

In each instance in which notice is to be given to the owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, to any general partner of a partnership owing such a lot, shall

provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, exterior building surfaces, walks, driveways and other exterior improvements; such exterior maintenance shall not include glass surfaces. Maintenance and repairs as provided for above are considered to be for normal wear.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family or guest or invitees or caused by storm, wind, hail, snow, or other acts of God or by fire, the cost of such maintenance for repairs shall be the responsibility of the owner. In the event the owner does not make the necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added to and become a part of the assessment to which such lot is subject. Section IX of Article IV shall apply to this section as it pertains to non-payment of assessment.

Rights of access are hereby reserved to and granted the Association for such exterior maintenance as is provided by this section.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4: Written notice of any action authorized under Section 3 or 4 of this Article shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership and shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. UNIFORM RATE OF SPECIAL ASSESSMENT:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:

DUE DATES: The annual assessments provided for herein shall commence as to all lots within a building unit (one or more contiguous lots) on the first day of the month following the conveyance of the first lot and conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified lot have been paid.

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS,
REMEDIES OF ASSOCIATION:

a. DELINQUENCY: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent, with respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of ten percent (10%) per annum on such assessment.

b. CREATION OF LIEN: The amount of all delinquent regular and special assessments plus interest thereon and any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon a lot so assessed, which shall attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

1. The amount of the delinquent assessment and such related charges as may be authorized by this Declaration;

ii. The name of the owner of record or reputed owner of the lot;

iii. A description of the lot against which the lien has been assessed.

The Notice shall be signed by two officers of the Association. The assessment lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the lot after the recordation of the Notice of Assessment Lien until the completion of the enforcement of the lien or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceedings. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lot which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is

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destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchase at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. CURING OF DEFAULT: Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment of the defaulting owner, of a fee to be determined by the Association but not to exceed Fifteen Dollars (\$15.00) to cover the cost of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

d. CUMULATIVE REMEDIES: The assessment lien and the rights to judicial foreclosure thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

e. MORTGAGE PROTECTION CLAUSE: No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any OWNER whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES:

The lien of the assessments provided for herein shall be subordinage to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof

shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. NOTIFICATION AND RIGHTS OF THE HOLDER OF A MORTGAGE: (a) Upon receipt of written notification to the Association of the existence of a mortgage on any lot by the holder thereof, the Association shall notify such holder of a mortgage, at the last known address of the holder, of any default by the owner of such lot in the performance of the owner's obligations hereunder which is not cured within thirty (30) days.

(b) In addition to any other requirements imposed by this Declaration of Covenants unless all holders of mortgage liens on individual units have given their prior written approval, the association shall not be entitled to:

(1) Change the pro rated interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(2) partition or subdivide any unit or the common elements of the project.

ARTICLE VII

MANAGEMENT

1. All powers relating to management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to own, manage and maintain the Common Area, foster and support community activities of the members, and the enforcement of the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and By-Laws.

3. The Association shall have the right and power to

employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of Members of the Association.

4. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting and generality thereof, the Association shall:

(a) Maintain the Common Area and any improvements thereon (including landscaping, furnishings and equipment related thereto) in good, clean, attractive and sanitary order and repair.

(b) Maintain the roofs of dwellings and garages situated on the lots, including any necessary replacement or repair thereof.

(c) Repaint the exterior surfaces of dwellings, garages and fencing situated on the lots and Common Area, as such repainting is required in order to preserve the attractiveness of the properties. Such exterior maintenance shall not include glass surfaces.

(d) Keep and maintain adequate fire and public liability insurance on all improvements located within the Common Area.

(e) Have the authority to obtain, for the benefit of all of the Common Areas, water, gas and electric service

and refuse collection; and (if not separately metered or charged) for the benefit of the lots.

(f) Maintain those portions of lots not occupied by a dwelling except for enclosed private patio areas and enclosed entry courts.

(g) Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

(h) Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, occupancy or maintenance of the Common Area and exterior of the properties.

5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each owner of a lot, and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

6. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

7. The Association, through its Board of Directors shall have the authority to delegate its powers to committees, officers of the Association or its employees.

ARTICLE VIII

TITLE TO COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, except for the lien of this Declaration, prior to the conveyance of the first lot in the properties.

ARTICLE IX

EASEMENTS

1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter granted by the Declarant or its successors and assigns for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the properties provided that no easement may be granted by Declaration on, upon, in, or under any lot.

2. Easements through the properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Tract map of the properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over lots that are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof are reserved by Declarant, its successors and assigns for the benefit of the Association.

4. The rights and duties of the owners of the lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and CATV lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

5. Each lot and its owner within the properties is hereby declared to have an easement of one foot in width and the same is hereby granted by Declarant, over all adjoining lots and Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to willful misconduct of said owner or owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each lot agree that minor encroachments over adjoining lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each lot within the properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining lot and/or the Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of said lot.

6. Each lot and its owner within the properties is hereby declared to have an easement and right of ingress and egress over the adjoining lot for the purpose of providing access to the mailbox in the event that the mailbox for any particular lot is located on the adjoining lot. This easement of ingress and egress shall not be exercised so as to unreasonably interfere with the adjoining lot owners in the use of his lot.

7. Declarant hereby grants to the Association for the benefit of its Members, a non-exclusive easement for landscaping and general recreational purposes over the lots. Such easement shall be located over those portions of lots

which are located between the lot lines and the exterior of the foundation walls for the structures as originally constructed on each of the lots by Declarant. Such easement shall also include that portion of each lot which is located between the Common Area and the rear fence line as originally constructed by Declarant on each lot. The allowable uses for the property subject to the foregoing easement are restricted to landscaping (flowers, plants, lawns, surface paving, sprinklers), private streets and walkways and uses associated therewith, drainage and use as a general residential, recreational and garden area. It shall be the responsibility of the Association to maintain the property subject to the foregoing easement. There shall be excepted from this grant of easement that portion of each lot which lies within the enclosed private patios and entry areas of each of the lots as originally constructed by Declarant.

ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. DESTRUCTION BY FIRE OR OTHER CASUALTY: If a party wall is destroyed or damaged by fire or other casualty, an owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. WEATHERPROOFING: Notwithstanding any other

provisions of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any owner to contribute from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 5. ARBITRATION: In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator; and such arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1977 (as amended) Section 1-36-101 through 1-136-119.

ARTICLE XI

ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure or additional landscaping (except all original construction by Developer within the properties and landscaping within enclosed private patio areas and entry courts) other than landscaping installed by Declarant shall be erected, altered or repaired until the building plans, specifications and plat plans showing the location, elevation and grade lines of such building or other structure, or such other description of the proposed work as shall be furnished to and approved in writing by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. One set of such plans, specifications and plot plans or other description shall be submitted to the Board or its architectural committee. The Board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the Board or its architectural committee, in its discretion based upon developing a harmony with external design and location of surrounding structures, may impose as to the

structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or other structures with respect to topography and finished ground elevation. The Board or its architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the Board shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the properties shall be the prime responsibility of the Association and such surfaces shall not be repainted or refinished by the owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Board or its architectural committee shall have given its written approval of such repainting or refinishing following the submission of an acceptable description of the work to be done. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve or otherwise affect any portion of the Common Area in any manner unless specifically authorized in writing by the Board of Directors.

2. Neither the Association, the Board of Directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owing such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the owner of such lot at the most recent address furnished by such owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited, in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming shall be deemed delivered forty-eight (48) hours after such deposit.

ARTICLE XIV

DESTRUCTION

In the event the Common Area subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Common Area shall be as provided by agreement of the owners representing more than fifty per cent (50%) of the voting power of the owners. The use and disposition of insurance proceeds payable to the Association in the event of such destruction or damage shall be as determined by a majority of the voting power of the owners.

ARTICLE XV

CITY'S EASEMENT

Declarant hereby grants to the City of Gillette, easements

over the Common Area for the following purposes; installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the properties by the City of Gillette.

ARTICLE XVI

CONFLICTS

In case of any conflict between this Declaration and the Articles of Incorporation or By-Laws of the Association, this Declaration shall control.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 2. AMENDMENT: the covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety (90) per cent of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the lot owners. Any amendment must be recorded.

Section 3. ANNEXATION: Additional residential property and Common Area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 4. FHA/VA APPROVAL: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, or amendment of this Declaration of Covenants, Conditions and Restrictions.

Book 490 of Photos, Page 483

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set its hand and seal this 21 day of
November, 1979.

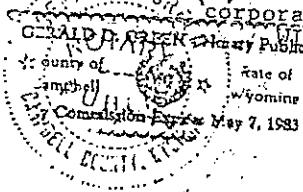
Eagles Nest, a joint venture
consisting of:
A.K. Morley & Son, Inc.
a Joint Venturer

Robert W. Brezina
Perpetual Service Corporation,
A Joint Venture

Robert W. Brezina

STATE OF WYOMING
COUNTY OF CAMPBELL

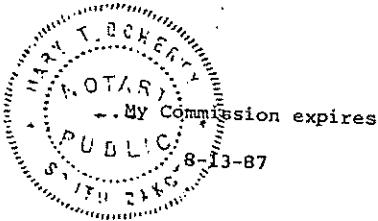
On this 21 day of November, 1979, before me
personally appeared
to me personally known, who, having been by me first duly
sworn did say, that they are the directors of PERPETUAL
SERVICE CORPORATION and A. K. MORLEY & SON, INC. the
corporation described herein which executed the foregoing
instrument, and that said instrument was signed and sealed
on behalf of said corporations by authority of their
Board of Directors, and said persons acknowledged said
instrument to be signed as a free act and deed of said
corporations.



Gerald D. Goss

STATE OF SOUTH DAKOTA
COUNTY OF PENNINGTON

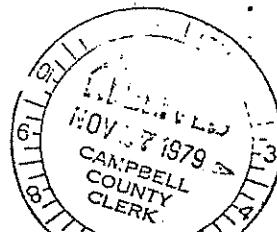
On this 21 day of November, 1979, before me
personally appeared Robert W. Brezina
to me personally known, who, having been by me first
duly sworn did say, that he is the President of
Perpetual Service Corporation, the corporation described
herein which executed the foregoing instrument, and that
said instrument was signed and sealed on behalf of said
corporations by authority of their Board of Directors,
and said persons acknowledged said instrument to be
signed as a free act and deed of said corporation.
WITNESS my hand and official seal.



Mary P. Doherty
NOTARY PUBLIC - Mary P. Doherty

A tract of land located in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 50 North, Range 72 West of the 6th Principal Meridian, Campbell County, Wyoming, and more particularly described as follows:

Commencing at the center $\frac{1}{4}$ corner of Section 26, T 50 N, R 72 W, said center $\frac{1}{4}$ corner being marked with an aluminum cap which is on the center line of Butler Spaeth Road. Thence N 89°-54'-37" W, 33.00 feet along center line of East 12th Street and also East-West mid-section line of said Section 26 to a point; thence S 00°-05'-23" W, 30.00 feet to a steel pin and point of beginning at southwest corner of East 12th Street and Butler Spaeth Road. Thence N 89°-54'-37" W, 360.42 feet along the South right-of-way of said East 12th Street which is also 30.00 feet South and parallel to the East-West mid-section line of said Section 26, to an iron pin on the West right-of-way of Elon Avenue. Thence S 00°-05'-23" W, 85.00 feet along said West right-of-way of Elon Avenue to a point on the north right-of-way of Eagles' Nest Circle. Thence N 89°-54'-37" W, 10.00 feet along said north right-of-way of Eagles' Nest Circle. Thence S 00°-05'-23" W, 118.00 feet to a point. Thence S 89°-54'-37" E, 170.00 feet to a point. Thence S 00°-05'-23" W, 78.08 feet to a point on the north right-of-way of Eagles' Nest Circle. Thence N 87°-49'-59" E 35.20 feet along said north right-of-way of Eagles' Nest Circle to a point of a tangent of a curve. Thence S 02°-10'-01" E, 28.00 feet to a point of a tangent of a curve to the left, said curve having a radius of 76.74 feet, central angle of 62°-22'-39" and an arc length of 83.55 feet to a point on the south right-of-way of O'Hara Drive. Thence N 89°-09'-53" E, 102.08 feet to a point on the west right-of-way of Butler Spaeth Road. Thence N 00°-50'-07" W, 262.24 feet along said west right-of-way of Butler Spaeth Road to the true point of beginning and said tract of land contains 2.06 acres more or less.



ADDITION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE EAGLES' NEST HOMEOWNER'S ASSOCIATION

ARTICLE XVIII

Dedication of Common Areas

A. K. Morley & Son, Inc. & Perpetual Service Corp (Declarant) in recording the plat of Eagles' Nest Subdivision in Book 2 of Plats at Page 220 of the records of the County of Campbell, State of Wyoming, has designated certain areas of land as common area intended for use by the homeowners in Eagles' Nest Subdivision for recreation and other related activities.

The designated areas are not dedicated hereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Eagles' Nest Subdivision as more fully provided in this Declaration of Covenants, Conditions and Restrictions.

Said plat is hereby incorporated and made a part of this Declaration.

I (WE), A. K. Morley & Son, Inc. owners of Lots 4,5,&9-Blk.1 Lots 1, in Eagles' Nest Subdivision, have read and approve the above dedication of common areas.

B1

Bruce Morley, President
Owner 6-26-80
Date

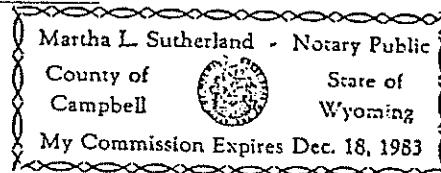
State of Wyoming)
County of Campbell)
SS

The foregoing instrument was acknowledged before me by Bruce Morley, this 26th day of June, 1980.

Witness my hand and official seal.

Martha L. Sutherland
Notary

My commission expires: Dec. 18, 1983



STATE OF WYOMING | ss.
Campbell County |
Ied for record this 11th day of July A. D. 1980 at 1:14 o'clock P. M. and recorded in Book 514
Photos on page 542 Fees \$ 4.00
RECORDED
ABSTRACTED
INDEXED
CHECKED
By Jaclyn Nelson
County Clerk and Ex-Officio Register of Deeds

State Of Wyoming Campbell County Vivian H. Addison Clerk
Filed for record this 8th July 1983 4:04 P.M. Fees:\$4.00
Book 690 Of Photos, Page 342

532095

CONSENT & RATIFICATION TO DEDICATION AND
ADDITION TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE
EAGLES' NEST HOMEOWNER'S ASSOCIATION

The undersigned owner of lands in Eagles Nest Subdivision, Filing No. 2, does hereby consent to ratify and confirm the annexation and dedication of the property described in Eagles' Nest Subdivision, Filing No. 2, recorded in Book 2 of Plats at Page 223, to the Declaration of Covenants, Conditions, and Restrictions for the Eagles' Nest Homeowners Association recorded in Book 490 of Photos, Page 459 of the records of the County of Campbell, State of Wyoming, designating certain areas of land as common area intended for use by the homeowners in Eagles' Nest Subdivision for recreation and other related activities.

The designated areas are not dedicated thereby for use by the general public but are dedicated to the common use and enjoyment of the homeowners in Eagles' Nest Subdivision as more fully provided in the Declaration of Covenants, Conditions and Restrictions.

Said plat and declaration is hereby incorporated and made a part of this instrument.

Perpetual Service Corporation, owner of Lots 1-27, Block 3 and Lots 11-15, Block 2 of Eagles' Nest Filing No. 2, City of Gillette, in Eagles' Nest Subdivision, have read and approved the declaration and dedication of common areas.

DATED this 27th day of April, 1983.

OWNER:

PERPETUAL SERVICE CORPORATION

By: Walter B. Anderson
Vice-President

State of WYOMING

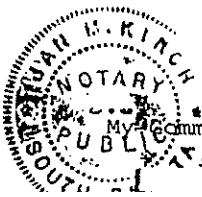
County of Campbell)

The foregoing instrument was acknowledged before me by Vice-Perpetual Service Corporation, Walter B. Anderson, President, this 27th day of April, 1983.

Witness my hand and official seal.

Jan M. Kirsch
Notary Public

My Commission Expires: 1-4-90



750452

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION FOR THE
EAGLES NEST HOMEOWNERS ASSOCIATION AND SUBDIVISION

COME NOW the undersigned, being collectively more than ninety (90%) percent of the owners of lots within the Eagles Nest Subdivision, Eagles' Nest Filing #1 and #2, and hereby amend portions of the Declaration Of Covenants, Conditions And Restriction For The Eagles Nest Homeowners Association And Subdivision, as found at Book 490 of Photos, page 459, Book 514 of Photos, page 515, in the offices of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, as follows:

ARTICLE VI, SECTION 7, AT BOOK 490 OF PHOTOS, PAGE 468, AND BOOK 514 OF PHOTOS, PAGE 524, IS AMENDED TO READ AS FOLLOWS:

ARTICLE VI

Section 7. UNIFORM RATE OF ANNUAL AND SPECIAL ASSESSMENT.

Both annual and special assessments must be fixed at a uniform rate for all improved lots and may be collected on a monthly basis. With regard to unimproved lots, the Association may, at its discretion, impose no assessment, or may impose an assessment at a lower rate than the assessment established for improved lots. Provided, however, that any assessments on unimproved lots shall be fixed at a uniform rate. A lot shall be considered "improved" for the purposes of this section beginning in the first full month after commencement of construction.

ARTICLE VI, SECTION 9, SUBSECTION "A." AND THE INTRODUCTORY
PORTION OF SUBSECTION "B." FOUND AT BOOK 490 OF PHOTOS, PAGE 469 AND
BOOK 514 OF PHOTOS, PAGE 525, ARE AMENDED TO READ AS FOLLOWS:

ARTICLE VI

Section 9. EFFECT OF NON-PAYMENT OF ASSESSMENTS, REMEDIES OF ASSOCIATION:

a. DELINQUENCY: Any assessment on each lot provided for in this Declaration, which is not paid when due, shall be delinquent if the same is not paid within Five (5) days after its due date. The Association shall establish a "late fee", which shall apply to each assessed lot, at its annual meeting for the year in such amount as the Association shall deem reasonable. Any owner shall pay interest at the rate of ten percent (10%) per annum on any delinquent assessment. Payment shall be applied first to accrued late payment fees, next to interest, next to delinquent assessments, and finally to the assessment presently due.

b. CREATION OF LIEN: The amount of all delinquent regular and special assessments, plus interest thereon, and late fees, together with any expenses reasonably incurred in collecting and/or enforcing such assessments, including reasonable attorney's fees, shall be and become a lien upon a lot so assessed, which shall attach to the lot as of the time the Association causes to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state: [BALANCE TO REMAIN THE SAME]

EXCEPT AS MODIFIED HEREIN, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAGLES NEST HOMEOWNERS ASSOCIATION AND SUBDIVISION AND ANY PREVIOUS REVISIONS, SHALL REMAIN IN FULL FORCE AND EFFECT.

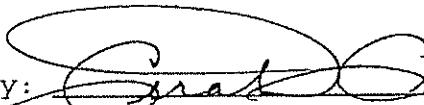
COMES NOW Gerald D. Green, President of the Eagles Nest Homeowners Association, and hereby certifies that the undersigned constitute more than ninety (90%) percent of the lot owners as of the date hereof.

EAGLES NEST HOMEOWNERS ASSOCIATION, INC.

7-22-99

Date

By:


Gerald D. Green, President

I, Dr. H. William Mott, Trustee of the Mott Family Trust, being the owner of Block 1, Lots 1,2,3 of the Eagles Nest Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.



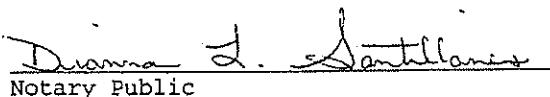
Dr. H. William Mott, Trustee
Mott Family Trust

STATE OF IDAHO

)
ss.
)

Subscribed and sworn to before me by Dr. H. William Mott, Trustee of the Mott Family Trust this 18th day of May, 1998.

In the presence of my hand and official seal.


Diana L. Santillano
Notary Public

My Commission Expires:

4/25/2000

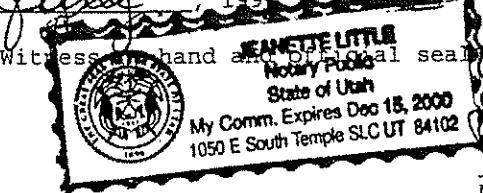
I, Dr. James V. Antinori, being the owner of Block 1, Lot 7 of the Eagles Nest Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

James V. Antinori

Dr. James V. Antinori

STATE OF UTAH)
County of Salt Lake) ss.

Subscribed and sworn to before me by Dr. James V. Antinori this 15 day of July, 1998



Janette Little
Notary Public

My Commission Expires:

12-15-2000

I, Jon B. Sweigert, being the owner of Block 1, Lot 8 of the Eagles Nest #1, Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Jon B. Sweigert
Jon B. Sweigert

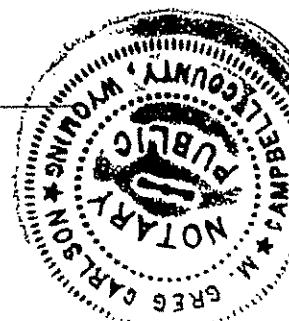
STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Jon B. Sweigert this 22 day of April, 1998.

Witness my hand and official seal.

M. Greg Carl
Notary Public

My Commission Expires: 4-5-2003



I, Tressa H. Meserve, being the owner of Block 2, Lots 5, 6 of the Eagles Nest #1, Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

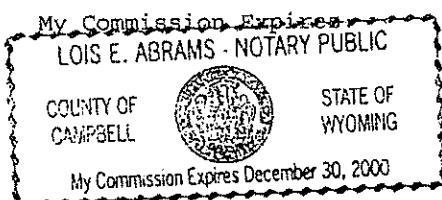
Tressa H. Meserve
Tressa H. Meserve

STATE OF WYOMING)
)ss.
County of Campbell)

Subscribed and sworn to before me by Tressa H. Meserve this 21 day of
August, 1998.

Witness my hand and official seal.

Lois E. Abrams
Notary Public



I, James B. Meserve, being the owner of Block 2, Lots 9,10,11,12,13,14,15 and Block 3, Lots 20,21,22,23,24,25,26,27 of the Eagles Nest Subdivision, Gillette, Filing Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

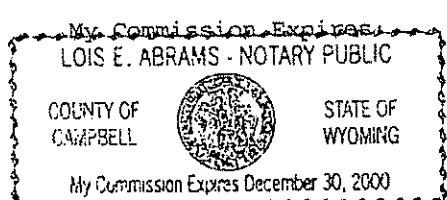
James B. Meserve
James B. Meserve

STATE OF WYOMING)
)ss.
County of Campbell)

Subscribed and sworn to before me by James B. Meserve this 21 day of
August, 1998.

Witness my hand and official seal.

Lois E. Abrams
Notary Public



We, Duane E. Robbins and Judith A. Robbins, being the owners
Block 2, Lots 1,2 of the Eagles Nest Subdivision, Gillette, Campbell County, Wyoming, Filin;
do hereby make, ratify and affirm the foregoing Amendments To Declaration Of
Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And
Subdivision.

Duane E. Robbins

Judith A. Robbins

STATE OF SOUTH DAKOTA)
) ss.
County of _____)

Subscribed and sworn to before me by Duane E. Robbins and Judith A. Robbins
this _____ day of _____, 1998.

Witness my hand and official seal.

Notary Public

My Commission Expires:

I, Mark E. Severson, being the owner of Block 2, Lots 3,4 of the Eagles Nest Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision. 2

Mark E. Severson

Mark E. Severson

STATE OF WYOMING)
County of Campbell)
)ss.

Subscribed and sworn to before me by Mark E. Severson this 5 day
of October, 1998.

Witness my hand and official seal.

LOIS E. ABRAMS - NOTARY PUBLIC



STATE OF
WYOMING

My Commission Expires December 30, 2000

John E. Abrams
Notary Public

Notary Public

I, Richard A. Spies, being the owner of Block 1, Lots 4,5 of the Eagles Nest #1, Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Richard A. Spies
Richard A. Spies

STATE OF WYOMING)
)ss.
County of Campbell)

Subscribed and sworn to before me by Richard A. Spies this 15th day of October, 1998.

Witness my hand and official seal.

LOIS E. ABRAMS - NOTARY PUBLIC



STATE OF
WYOMING

My Commission Expires December 30, 2000

Notary Public

Lois E. Abrams

Steve Sorenson

Jalene Sorenson
Jalene Sorenson

STATE OF WYOMING)
)ss.
County of Campbell)

Subscribed and sworn to before me by ~~Steve Sorenson~~ and Jalene Sorenson this 22nd day of April, 1998.

Witness my hand and official seal.

LOIS E. ABRAMS - NOTARY PUBLIC



STATE OF
WYOMING

My Commission Expires December 30, 2000

Notary Public

Lois E. Abrams

816106

Book 1867 of Photos, Page 468

AMENDMENT TO DECLARATION OF COVENANTS;
CONDITIONS AND RESTRICTION FOR THE
EAGLES NEST HOMEOWNERS ASSOCIATION AND SUBDIVISION

COME NOW the Eagles' Nest Homeowners Association, Inc. and the undersigned, being collectively more than ninety (90%) percent of the owners of lots within the Eagles Nest Subdivision, Eagles' Nest Filing #1 and #2, City of Gillette, Campbell County, Wyoming and hereby amend portions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE EAGLES NEST HOMEOWNERS ASSOCIATION AND SUBDIVISION, as found in Book 490 of Photos, beginning on page 459, and Book 514 of Photos, beginning on page 515, in the Offices of the County Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming, so as to remove the following described property completely and entirely from application and operation of said Declaration:

A tract of land being a portion of Eagles' Nest Filing No. 2, an addition to the City of Gillette, Wyoming being described more particularly as follows:

Commencing at the Northwest corner of Eagles' Nest Filing No. 2 from which the Center one quarter section corner of said Section 26 lies N87°19'09"E a distance of 620.67 feet;
thence S00°05'23"W along the exterior West boundary of said Eagles' Nest a distance of 192.76 feet to the TRUE POINT OF BEGINNING;
thence S89°54'37"E a distance of 83.00 feet to the right of way of Eagles' Nest Circle;
thence S00°05'23"W along the said right of way of Eagles' Nest Circle a distance of 53.75 feet;
thence Southeasterly along the said right of way of Eagles' Nest Circle along a curve to the left through a central angle of 92°15'24" with a radius of 71.68 feet an arc distance of 115.42 feet;
thence N87°49'59"E along the said right of way of Eagles' Nest Circle a distance of 265.98 feet;

Book 1867 of Photos, Page 469

thence Northeasterly along the said right of way of Eagles' Nest Circle along a curve to the left through a central angle of $62^{\circ}22'39''$ with a radius of 76.74 feet an arc distance of 83.55 feet to the right of way of O'Hara Drive;

thence $N89^{\circ}09'53''E$ along the said right of way of O'Hara Drive a distance of 1020.8 feet to the West right of way of Butler Spaeth Road;

thence $S00^{\circ}49'59''E$ along the said right of way of Butler Spaeth Road a distance of 121.83 feet to the Southeast corner of Eagles' Nest;

thence $S87^{\circ}49'59''W$ along the South boundary of Eagles' Nest a distance of 594.09 feet to the Southwest corner of said Eagles' Nest;

thence $N00^{\circ}05'23''E$ along the West boundary of said Eagles' Nest a distance of 214.65 feet to the TRUE POINT OF BEGINNING.

RESERVING THEREFROM:

A strip of land being a utility easement five (5) feet in width extending five (5) feet right or Southerly of a survey line described more particularly as follows:

Commencing at the Northwest corner of Eagles' Nest Filing No. 2 from which the Center one quarter section corner of said Section 26 lies $N87^{\circ}19'09''E$ a distance of 620.67 feet;

thence $S00^{\circ}05'23''W$ along the exterior West boundary of said Eagles' Nest a distance of 192.76 feet to the TRUE POINT OF BEGINNING;

thence $S89^{\circ}54'37''E$ a distance of 83.00 feet to the right of way of Eagles' Nest Circle and the POINT OF TERMINATION.

RESERVING THEREFROM:

A strip of land being a utility easement ten (10) feet in width extending ten (10) feet right or Westerly and Southerly of a survey line described more particularly as follows:

Commencing at the Northwest corner of Eagles' Nest Filing No. 2 from which the Center one quarter section corner of said Section 26 lies $N87^{\circ}19'09''E$ a distance of 620.67 feet;

thence $S00^{\circ}05'23''W$ along the exterior West boundary of said Eagles' Nest a distance of 192.76 feet;

Book 1867 of Photos, Page 470

thence S89°54'37"E a distance of 83.00 feet to the right of way of Eagles' Nest Circle and the TRUE POINT OF BEGINNING;

thence S00°05'23"W along the said right of way of Eagles' Nest Circle a distance of 53.75 feet;

thence Southeasterly along the said right of way of Eagles' Nest Circle along a curve to the left through a central angle of 92°15'24" with a radius of 71.68 feet an arc distance of 115.42 feet;

thence N87°49'59"E along the said right of way of Eagles' Nest Circle a distance of 265.98 feet;

thence Northeasterly along the said right of way of Eagles' Nest Circle along a curve to the left through a central angle of 62°22'39" with a radius of 76.74 feet an arc distance of 83.55 feet to the right of way of O'Hara Drive;

thence N89°09'53"E along the said right of way of O'Hara Drive a distance of 1020.8 feet to the West right of way of Butler Spaeth Road;

thence S00°49'59"E along the said right of way of Butler Spaeth Road a distance of 121.83 feet to the Southeast corner of Eagles' Nest and the POINT OF TERMINATION.

Said tract of land contains 1.52 acres, more or less, subject to all rights, restrictions, reservations, and/or easements of sight and record.

EXCEPT AS MODIFIED HEREIN, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE EAGLES NEST HOMEOWNERS ASSOCIATION AND SUBDIVISION AND ANY PREVIOUS REVISIONS, SHALL REMAIN IN FULL FORCE AND EFFECT.

COMES NOW Willis Chrans, President of the Eagles Nest Homeowners Association, Inc., and hereby certifies that the undersigned constitute more than 90% (100%) percent of the lot owners as of the date hereof. Further, Willis Chrans, as president of the Eagles Nest Homeowners Association and pursuant to duly adopted resolution of the Board of Directors, does hereby make, ratify, and affirm the

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foregoing Amendments To Declaration Of Covenants, Conditions, And
Restrictions For The Eagles Nest Homeowners Association And Subdivision

EAGLES NEST HOMEOWNERS ASSOCIATION, INC.

December 31, 2001
Date

BY: Willis Chrans, President

I, Kris Green, Personal Representative of the Estate of Gerald D. Green, said Estate being the owner of Filing #1, Block 1, Lots 1, 2, 3 of the Eagles Nest Subdivision, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.


Kris Green, Personal Representative of
Gerald D. Green Estate

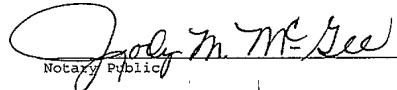
STATE OF Wyoming)
County of Campbell) ss.

Subscribed and sworn to before me by Kris Green, Personal Representative of the Estate of Gerald D. Green, this 2 day of May, 2001.

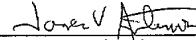
Witness my hand and official seal.



My Commission Expires:


Notary Public

I, Dr. James V. Antinori, being the owner of Block 1, Lot 7 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.


Dr. James V. Antinori

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STATE OF UTAH)
County of DagH Lake) ss.

Subscribed and sworn to before me by Dr. James V. Antinori, this 26 day of
July, 2001.



Sharon E Kerkman

Notary Public

My Commission Expires: 6-13-2002

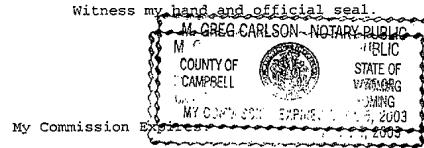
I, Jon B. Sweigert, being the owner of Block 1, Lot 8 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Jon B. Sweigert

Jon B. Sweigert

STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Jon B. Sweigert, this 5th day of
April, 2001.



M. G. Carlson

My Commission Expires: 12/13/2003

I, Tressa H. Meserve, being the owner of Block 2, Lots 5, 6 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Tressa H. Meserve

Tressa H. Meserve

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STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Tressa H. Meserve, this 5th day of
April, 2001.

Witness my hand and official seal.

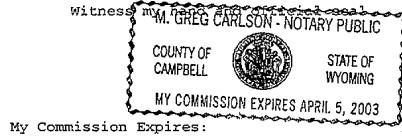


I, James B. Meserve, being the owner of Block 2, Lots 9, 10, 11, 12, 13, 14, 15 and Block 3, Lots 20, 21, 22, 23, 24, 25, 26, 27 of the Eagles Nest Subdivision, Filing #2, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

James B. Meserve
James B. Meserve

STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by James B. Meserve, this 5th day of
April, 2001.



My Commission Expires:

I, Cheryl Gunyan, being the owner of Block 2, Lots 1, 2 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

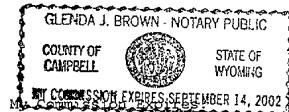
Cheryl D. Gunyan
Cheryl Gunyan

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STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Cheryl Gunyan, this 24 day of
April, 2001.

Witness my hand and official seal.



Notary Public

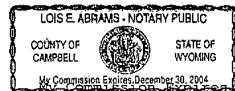
I, Mark E. Severson/Scott Patrick Severson, being one of the joint owners of Block 2, Lots 3, 4 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, by and on behalf of the both of us, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Mark E. Severson

STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Mark E. Severson, this 30 day of
March, 2001.

Witness my hand and official seal.



Notary Public

I, Robert L. Heald/Margaret H. Brown Heald, being one of the joint owners of Block 1, Lots 4, 5 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, by and on behalf of the both of us, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Robert L. Heald
Margaret H. Brown Heald
Robert L. Heald/Margaret H. Brown Heald

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STATE OF WYOMING)
ss.
County of Campbell)

Subscribed and sworn to before me by Robert L. Heald/Margaret H. Brown Heald this
5th day of April, 2001.

Witness my hand and official seal.

M. GREG CARLSON - NOTARY PUBLIC		
COUNTY OF CAMPBELL	STATE OF WYOMING	Notary Public
My Commission Expires: <u>MY COMMISSION EXPIRES APRIL 5, 2003</u>		

I, S & J Rental Enterprises, LLC, being the owner of Block 2, Lots 7, 8 of the
Eagles Nest Subdivision, Filing #2, Gillette, Campbell County, Wyoming, do hereby make,
ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And
Restrictions For The Eagles Nest Homeowners Association And Subdivision.

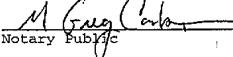
S & J RENTAL ENTERPRISES, LLC

By: Jalene Sorenson
Jalene Sorenson, Member

STATE OF WYOMING)
ss.
County of Campbell)

Subscribed and sworn to before me by S & J Rental Enterprises, LLC, Jalene
Sorenson, Member, this 5th day of April, 2001.

Witness my hand and official seal.

M. GREG CARLSON - NOTARY PUBLIC		
COUNTY OF CAMPBELL	STATE OF WYOMING	Notary Public
My Commission Expires: <u>MY COMMISSION EXPIRES APRIL 5, 2003</u>		

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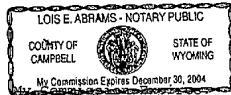
I, Victoria Johnson, being the owner of Block 1, Lots 6 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Victoria Johnson
Victoria Johnson

STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Victoria Johnson this 26 day of March, 2001.

Witness my hand and official seal.



Lois E. Abrams
Notary Public

I, Nathan Sikkenga/Tana M. Arzy, being one of the joint owners of Block 1, Lots 6 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, by and on behalf of the both of us, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

Tana M. Arzy
Nathan Sikkenga/Tana M. Arzy

STATE OF WYOMING)
County of Campbell) ss.

Subscribed and sworn to before me by Nathan Sikkenga/Tana M. Arzy this 28 day of December, 2001.

Witness my hand and official seal.

My Commission Expires:



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I, Bruce D. Schilling, being the owner of Block 3, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 of the Eagles Nest Subdivision, Filing #1, Gillette, Campbell County, Wyoming, do hereby make, ratify and affirm the foregoing Amendments To Declaration Of Covenants, Conditions And Restrictions For The Eagles Nest Homeowners Association And Subdivision.

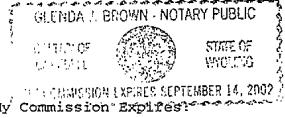


Bruce D. Schilling

STATE OF WYOMING } ss.
County of Campbell)

Subscribed and sworn to before me by Bruce D. Schilling, this 17th day of April, 2001.

Witness my hand and official seal.



Notary Public

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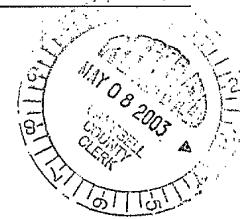
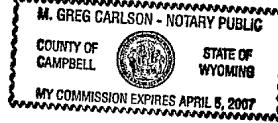
STATE OF WYOMING)
) ss.
 County of Campbell)

Willis Chrans, President of Eagles Nest Homeowners Association, Inc., appeared before me this 10th day of April, 2003 and did ratify and affirm, and re-signed his signature upon the foregoing Amendment To Declaration Of Covenants, Conditions And Restriction For The Eagles Nest Homeowners Association And Subdivisions on behalf of Eagles Nest Homeowners Association, Inc., and is personally known to me, and was duly sworn and upon oath represented that he was the President of the corporation, that the above Amendment To Declaration Of Covenants, Conditions And Restriction For The Eagles Nest Homeowners Association And Subdivisions was signed on behalf of the corporation by authority of the Board of Directors or trustees thereof, and that he executed the above Amendment To Declaration Of Covenants, Conditions And Restriction For The Eagles Nest Homeowners Association And Subdivisions on behalf of the corporation as the free act and deed of the corporation.

Witness my hand and official seal.

M. G. Carlson
Notary Public

My Commission Expires:



STATE OF WYOMING } ss.
 Campbell County
 Filed for record this 8th day of May A.D. 2003 at 3:54 o'clock P.M., and recorded in Book 1867
 of Photos on page 468-478 Fees \$ 46.00 816108
Grant Henders *Ronelle M. Jorgensen*
 County Clerk and Ex-Officio Register of Deeds