

FOOTHILLS PLANNED UNIT DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS
SINGLE FAMILY DWELLING

WHEREAS, the undersigned, John M. Sulenta and Grace E. Sulenta, are the owners in fee simple of the hereinafter described lots, described as follows, to-wit:

A tract of land located in the NE $\frac{1}{4}$ Section of Section 20, T. 50 N., R. 72 W. of the 6th P. M., Campbell County, Wyoming, more particularly described as follows:

Foothills Planned Unit Development, Phase 3A: Block 2, Lots 1 thru 13; Block 3, Lots 1 thru 26; Block 4, Lots 1 thru 9; Block 5, Lots 1 thru 10; Block 6, Lots 1 thru 12; Block 7, Lots 1 thru 9; Block 8, Lots 1 thru 10; Block 9, Lots 1 thru 8; Block 10, Lots 1 thru 7; Block 11, Lots 1 thru 7.

and,

WHEREAS, the undersigned wish to place certain restrictions upon said Lots for the benefit and protection of the undersigned and those persons purchasing said Lots; and

WHEREAS, the undersigned declarants desire that this instrument shall define the restrictions upon said Lots and shall be later incorporated by reference in the deeds to persons purchasing said Lots with said restrictions thereby intended to apply to each Lot and to run with the land through subsequent transactions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that all Lots in the hereinbefore described Foothills Planned Unit Development, Phase 3A are subject to the following listed restrictions, to-wit:

1. No Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling not to exceed two and one-half stories in height; and a private garage for not more than three cars.
2. No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business or commercial enterprise shall be carried on or conducted upon any of the Lots or tracts in said addition.
3. No trailer, basement, tent, shack, garage, barn or other out-building erected on any Lot or tract in the addition shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence.
4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. All construction shall be new.
6. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00. The ground, floor area of the main structure exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling.
7. No building shall be located on any Lot nearer than 25 feet to the front Lot line, nor nearer than 5 feet to any side street line.
 - (a) No building shall be located on any Lot nearer than 25 feet to an interior line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot lines.
 - (b) For the purpose of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a Lot to encroach upon another Lot.

Correction to 327 Photo 55

8. No dwelling shall be erected or placed on any Lot having a width of less than 60 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on a Lot having an area of less than 7,000 square feet.
9. No animals may be kept except dogs and cats, and they shall be kept in an area which adequately fenced will keep the same within owners' area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.
10. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment of the storage or disposal of such material shall be kept clean and sanitary.
11. No individual sewage disposal system shall be permitted on any Lot.
12. Before construction of any structure upon any Lot hereinabove described, a building permit must be obtained from the governing committee. This permit, signed by the governing committee, in turn becomes a recommendation for approval from the governing committee to the City of Gillette. Such governing committee shall originally consist of John M. Sulenta of Pinedale, Wyoming, and Joseph N. Repac and Richard Jakobson, of Gillette, Wyoming, until actually replaced by a member or members selected by owners of the majority of Lots above described, each Lot owner being entitled to one vote per Lot.
13. A perpetual easement is reserved over the rear ten (10) feet of each lot for utility installation and maintenance, and drainage where applicable.
14. Building permits shall be issued by the governing committee only after two complete sets of the plans and specifications for said construction, remodeling, addition to, or alteration of any building or other structure whatsoever, on any Lot, shall have been transmitted to the governing committee. Such plans shall include plot plans showing the location on the Lot or property of such structure proposed to be constructed, placed, altered, or maintained, indicating materials for same and elevation of same, together with the proposed color scheme for roofs and exterior thereof. One set of said plans and specifications with the approval or disapproval thereon shall be returned to the owner and the other copy thereof shall be retained by the governing committee. In the event no action is taken to approve or disapprove such plans and specifications within a thirty-day period, the provisions requiring approval of said plan shall be deemed to have been waived by the governing committee.
15. The governing committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications nor as revised by said governing committee, or for any work done pursuant to the requested changes of said plans and specifications.
16. If any Lot owner, his heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before June 23, 1995, it shall be lawful for any other person or persons owning any other Lots in said Foothills Planned Unit Development, Phase 3A Single Family Dwelling to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from doing so or to recover damages or other dues of such violation.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to the change of said covenants in whole or in part.

These covenants shall be severable and if any be held unenforceable by any Court of competent jurisdiction, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

To insure the observance of these covenants, the declarants, the governing committee or any owner of any Lot hereinabove described shall have the right to prevent the breach thereof by an injunction or proceeding in abatement, a declaratory judgment or other legal remedy, and to recover whatever damage may have been suffered for any such breach, including a reasonable attorney's fee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of June, 1975.

John M. Sulenta
John M. Sulenta, Owner-Declarant

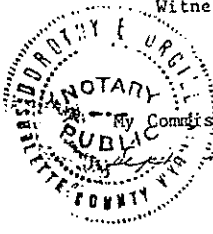
Grace E. Sulenta
Grace E. Sulenta, Owner-Declarant

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John M. Sulenta and Grace E. Sulenta this 23 day of June, 1975.

Witness my hand and official seal.

Harold B. Orgill
Notary Public



STATE OF WYOMING)
) ss.
Campbell County June
Filed for record this 23rd day of June
A. D., 1975 at 2:10 o'clock P M. and re-
corded in Book 323 of Photos
on page 262 Fees \$ 7.50
Howard Hayden
County Clerk and Ex-Officio Register of Deeds
By Samuel A. Waterhouse
Deputy
THE HILLS COMPANY, LICENSED 127828

RECORDED
INDEXED
C.M.

394894

FOOTHILLS PLANNED UNIT DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS
TWO FAMILY DWELLING

WHEREAS, the undersigned, John M. Sulenta and Grace E. Sulenta, are the owners in fee simple of the hereinafter described lots, described as follows, to-wit:

A tract of land located in the NE¹/₄ Section of Section 20, T. 50 N., R. 72 W. of the 6th P. M., Campbell County, Wyoming, more particularly described as follows:

Foothills Planned Unit Development, Phase 3A: Block 1, Lots 1 thru 8; Block 12, Lots 1 thru 8.

and,

WHEREAS, the undersigned wish to place certain restrictions upon said Lots for the benefit and protection of the undersigned and those persons purchasing said Lots; and

WHEREAS, the undersigned declarants desire that this instrument shall define the restrictions upon said Lots and shall be later incorporated by reference in the deeds to persons purchasing said Lots with said restrictions thereby intended to apply to each Lot and to run with the land through subsequent transactions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that all Lots in the hereinbefore described Foothills Planned Unit Development, Phase 3A are subject to the following listed restrictions, to-wit:

1. No Lots shall be used except for one and two family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single or two family dwelling not to exceed two and one-half stories in height, except the developer may use Block 1, Lot 8 for temporary offices during the development and sales processes.
2. No store, shop, repair shop, storage or repair garage, restaurant, dance hall, or other public place of amusement or any similar business or commercial enterprise shall be carried on or conducted upon any of the Lots or tracts in said addition.
3. No trailer, basement, tent, shack, garage, barn or other out-building erected on any Lot or tract in the addition shall at any time be used as a residence permanently, nor shall any structure of a temporary character be used as a residence.
4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. All construction shall be new.
6. No dwelling shall be permitted on any lot at a cost of less than \$25,000.00. The ground, floor area of the main structure exclusive of one story open porches and garages, shall not be less than 1,000 square feet for a one story dwelling.
 - (a) No two family dwelling shall be permitted on any lot at a cost of less than \$40,000.00. The ground floor area of the main structure exclusive of one story open porches and garages, shall not be less than 1,400 square feet for a one story two family unit and 1,000 square feet for a two story two family dwelling. In no case shall any two family dwelling be less than 700 square feet per family unit.
7. No building shall be located on any Lot nearer than 25 feet to the front lot line, nor nearer than 5 feet to any side street line.
 - (a) No principal dwelling shall have a rear yard of less than 25 feet or 20 percent of depth of lot, whichever is smaller.
 - (b) For the purpose of this covenant, the steps, eaves and open porches shall not be considered as a part of a building, provided, however, that they shall not be constructed to permit any portion of a building on a Lot to encroach upon another Lot.

Amend 327 of photo 57

8. No two family dwelling shall be erected or placed on any Lot having a width of less than 70 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on a Lot having an area of less than 7,000 square feet nor shall more than one two family dwelling be erected per Lot and no replotting of the lot herein described in these covenants shall be permitted without the consent of the governing committee.

9. No animals may be kept except dogs and cats, and they shall be kept in an area which adequately fenced will keep the same within owners' area, and the premises must be kept in a clean and sanitary condition, so as to not be offensive to adjoining owners.

10. No Lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment of the storage or disposal of such material shall be kept clean and sanitary.

11. No individual sewage disposal system shall be permitted on any Lot.

12. Before construction of any structure upon any Lot hereinabove described, a building permit must be obtained from the governing committee. This permit, signed by the governing committee, in turn becomes a recommendation for approval from the governing committee to the City of Gillette. Such governing committee shall originally consist of John M. Sulenta of Pinedale, Wyoming, and Joseph N. Repac and Richard Jakobson, of Gillette, Wyoming, until actually replaced by a member or members selected by owners of the majority of Lots above described, each Lot owner being entitled to one vote per Lot.

13. A perpetual easement is reserved over the rear ten (10) feet of each lot for utility installation and maintenance, and drainage where applicable.

14. Building permits shall be issued by the governing committee only after two complete sets of the plans and specifications for said construction, remodeling, addition to, or alteration of any building or other structure whatsoever, on any Lot, shall have been transmitted to the governing committee. Such plans shall include plot plans showing the location on the Lot or property of such structure proposed to be constructed, placed, altered, or maintained indicating materials for same and elevation of same, together with the proposed color scheme for roofs and exterior thereof. One set of said plans and specifications with the approval or disapproval thereon shall be returned to the owner and the other copy thereof shall be retained by the governing committee. In the event no action is taken to approve or disapprove such plans and specifications within a thirty-day period, the provisions requiring approval of said plan shall be deemed to have been waived by the governing committee.

15. The governing committee shall not be responsible in any manner whatsoever for any defect in any plans or specifications nor as revised by said governing committee, or for any work done pursuant to the requested changes of said plans and specifications.

16. If any Lot owner, his heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before June 23, 1995, it shall be lawful for any other person or persons owning any other Lots in said Foothills Planned Unit Development, Phase 3A two family dwelling to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him from doing so or to recover damages or other dues of such violation.

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the Lots has been recorded agreeing to the change of said covenants in whole or in part.

These covenants shall be severable and if any be held unenforceable by any Court of competent jurisdiction, all remaining restrictions and covenants herein set forth shall remain in full force and effect.

To insure the observance of these covenants, the declarants, the governing committee or any owner of any Lot hereinabove described shall have the right to prevent the breach thereof by an injunction or proceeding in abatement, a declaratory judgment or other legal remedy, and to recover whatever damage may have been suffered for any such breach, including a reasonable attorney's fee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 23rd day of June, 1975.

[Signature]
John M. Sulenta, Owner-Declarant

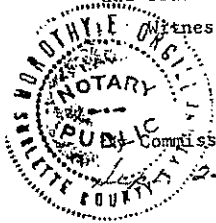
[Signature]
Grace E. Sulenta, Owner-Declarant

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me by John M. Sulenta and Grace E. Sulenta this 23rd day of June, 1975.

I witness my hand and official seal.

[Signature]
Notary Public



STATE OF WYOMING)
Campbell County) ss.
Filed for record this 23rd day of June
A. D., 19 75 at 2:12 o'clock PM and re-
corded in Book 323 of PHOTOS
on page 265 Fees \$ 6.00
[Signature]
County Clerk and Ex-Officio Register of Deeds
By [Signature]
Deputy

RECORDED
AND INDEXED
JUN 23 1975
COST. \$25

THE HILLS COMPANY, SHERIDAN 82201

AMENDMENT AND CORRECTION TO
FOOTHILLS PLANNED UNIT DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS
SINGLE FAMILY DWELLING

396440

WHEREAS, John M. Sulenta and Grace E. Sulenta, husband and wife caused to be recorded a document entitled, "FOOTHILLS PLANNED UNIT DEVELOPMENT, PROTECTIVE AND RESTRICTIVE COVENANTS, SINGLE FAMILY DWELLING", which document was dated June 23, 1975 and recorded June 23, 1975 in Book 323 of Photos, page 262 as instrument #394893 and,

WHEREAS, said Protective and Restrictive Covenants concerning the following described lands, to wit:

A tract of land located in the NE¹/₄ Section of Section 20, T. 50 N., R. 72 W. of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Foothills Planned Unit Development, Phase 3A: Block 1, Lots 1 through 8; Block 12, Lots 1 through 8.

and,

WHEREAS, paragraph #7 and paragraph #7(a) of said document which was recorded read as follows:

7. No building shall be located on any Lot nearer than 25 feet to the front Lot line, nor nearer than 5 feet to any side street line.

(a) No building shall be located on any Lot nearer than 25 feet to an interior line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot lines.

and;

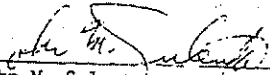
WHEREAS, it is the desire of the undersigned to correct said paragraph in order that it read as hereinafter set forth.

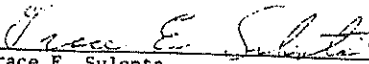
Therefore, the undersigned hereby declares that the instrument above referred to be and the same is hereby amended by deleting therefrom said paragraph 7 and 7(a) and inserting therein the following:

7. No building shall be located on any Lot nearer than 25 feet to the front Lot line, nor nearer than 25 feet to any side street line.

(a) No building shall be located on any Lot nearer than 5 feet to an interior line. No dwelling shall be located on any interior Lot nearer than 25 feet to the rear Lot lines.

DATED this 14 day of August, 1975.


John M. Sulenta,


Grace E. Sulenta.

See Affidavit 359 Page 561

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by John M. Sulenta and Grace E. Sulenta this 14 day of August, 1975.

Witness my hand and official seal.



Notary Public

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 15th day of August A. D., 1975 at 2:06 o'clock P M. and recorded in Book 327 of Photos on page 55 Fees \$ 4.50

Yvonne C. Hayden
County Clerk and Ex-Officio Register of Deeds

RECORDED
ASST. REGISTER
INDEXED
CHECKED

By Jeanette Fausst
Deputy

THE MULL COMPANY, CHESTER 13025

AMENDMENT AND CORRECTION TO
FOOTHILLS PLANNED UNIT DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS
TWO FAMILY DWELLING

396441

WHEREAS, John M. Sulenta and Grace E. Sulenta, husband and wife caused to be recorded a document entitled, "FOOTHILLS PLANNED UNIT DEVELOPMENT, PROTECTIVE AND RESTRICTIVE COVENANTS, TWO FAMILY DWELLING", which document was dated June 23, 1975 and recorded June 23, 1975 in Book 323 of Photos, page 265 as instrument #394894 and,

WHEREAS, said Protective and Restrictive Covenants concerning the following described lands, to wit:

A tract of land located in the NE $\frac{1}{4}$ Section of Section 20, T. 50 N., R. 72 W. of the 6th P.M., Campbell County, Wyoming, more particularly described as follows:

Foothills Planned Unit Development, Phase 3A: Block 1, Lots 1 through 8; Block 12, Lots 1 through 8.

and,

WHEREAS, paragraph #7 of said document which was recorded read as follows:

7. No building shall be located on any Lot nearer than 25 feet to the front Lot line, nor nearer than 5 feet to any side street line.

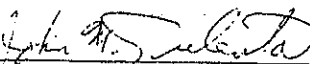
and;

WHEREAS, it is the desire of the undersigned to correct said paragraph in order that it read as hereinafter set forth.


Therefore, the undersigned hereby declares that the instrument above referred to be and the same is hereby amended by deleting therefrom said paragraph 7 and inserting therein the following:

7. No building shall be located on any Lot nearer than 25 feet to the front Lot line, nor nearer than 25 feet to any side street line.

DATED this 14 day of August, 1975.



John M. Sulenta,

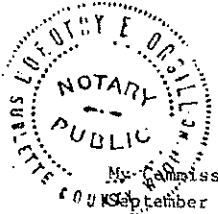


Grace E. Sulenta.

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me by John M. Sulenta and Grace E. Sulenta this 14 day of August, 1975.

Witness my hand and official seal.



[Signature]
Notary Public

My Commission Expires:
September 23, 1978

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 15th day of AUGUST A. D., 1975 at 2:08 o'clock P M. and recorded in Book 327 of Photos on page 57 Fees \$ 4.50

[Signature]
County Clerk and Ex-Officio Register of Deeds

RECORDED
ASSISTANT
INDEXED
CHICAGO

By [Signature]
Deputy

THE HILLS COMPANY, SHERIDAN (2855)

898588

AMENDMENT TO
FOOTHILLS PLANNED UNIT DEVELOPMENT
PROTECTIVE AND RESTRICTIVE COVENANTS
TWO FAMILY DWELLING

WHEREAS, JOHN M. SULENTA and GRACE E. SULENTA, husband and wife,
caused to be filed in Book 323 of Photos on Page 265 thereof protective
and restrictive covenants concerning the following described lands:

A tract of land located in the NE $\frac{1}{4}$ Section of Section 20,
Township 50 North, Range 72 West of the 6th P.M., Campbell
County, Wyoming, more particularly described as follows:

Foothills Planned Unit Development, Phase 3A: Block 1,
Lots 1 thru 8; Block 12, Lots 1 thru 8.

WHEREAS, the undersigned wishes to amend said protective and res-
trictive covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENCE THAT, said FOOTHILLS
PLANNED UNIT DEVELOPMENT PROTECTIVE AND RESTRICTIVE COVENANTS TWO FAMILY
DWELLING, as above described, be, and the same is hereby amended as
follows:

1. Said restrictive covenants shall not apply to Lots 1 thru 8 of
Block 12 which said lands are debted from said restrictive covenants.

2. Paragraph 6 (a) is amended to read as follows:

"No two family dwelling shall be permitted on any lot at
a cost of less than \$40,000.00. The ground floor area of
the main structure, exclusive of one story open porches and
garages, shall not be less than 1,400 square feet for a
one story two family unit and 800 square feet for a two
story two family dwelling. In no case shall any two family
dwelling be less than 700 square feet per family unit."

3. Said protective and restrictive covenants as above filed are in
all respects ratified, approved and confirmed.

DATED this 21 day of October, 1975.

John M. Sulenta
John M. Sulenta

Grace E. Sulenta
Grace E. Sulenta

STATE OF WYOMING)
County of ~~Campbell~~)
SUBLETTE

The foregoing instrument was acknowledged before me this 21 day
of October, 1975 as to John M. Sulenta and Grace E. Sulenta, husband and

Notary Public - Dorothy E. Orgill

County Of Sublette State Of Wyoming

My Commission Expires Sept. 23, 1978

Dorothy E. Orgill
NOTARY PUBLIC

1/22/76

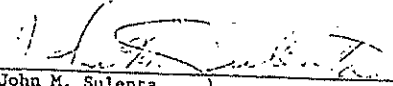
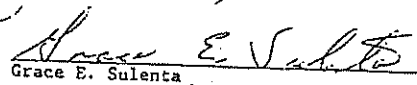
42206

AFFIDAVIT

Comes now John M. Sulenta and Grace E. Sulenta, being first duly sworn and depose and state as follows:

1. That on August 14, 1975, affiants signed and acknowledged an instrument entitled Amendment and Correction to Foothills Planned Unit Development Protective and Restrictive Covenants Single Family Dwelling.
2. That said Amendment was recorded on August 15, 1975, in Book 327 of Photos on page 55.
3. That said Amendment contained an error in the legal description; that said document showed the legal description as Foothills Planned Unit Development Phase 3A: Block 1, Lots 1 through 8; Block 12, Lots 1 through 8.
3. That the correct legal description should have been as follows: Foothills Planned Unit Development, Phase 3A: Block 2, Lots 1 through 13; Block 3, Lots 1 through 26; Block 4, Lots 1 through 9; Block 5, Lots 1 through 10; Block 6, Lots 1 through 12; Block 7, Lots 1 through 9; Block 8, Lots 1 through 10; Block 9, Lots 1 through 8; Block 10, Lots 1 through 7; Block 11, Lots 1 through 7.
4. That said Amendment corrected the Foothills Planned Unit Development Protective and Restrictive Covenants which were recorded June 23, 1975, in Book 323 of Photos on page 262.
5. That all persons buying Lots described in paragraph no. 3 were notified of the requirements contained in the Amendment shown at Book 327 of Photos on page 55.
6. That all of the land described in paragraph no. 3 is in compliance with said Amendment and Correction to Protective and Restrictive Covenants Single Family Dwelling.

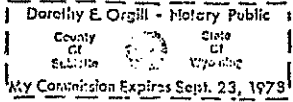
Dated this 12th day of November, 1976.


 John M. Sulenta

 Grace E. Sulenta

STATE OF WYOMING)
 : ss.
County of SUBLETTE)

Subscribed and sworn to before me this 8 day of November, 1976,
1976, by John M. Sulenta and Grace E. Sulenta.

Witness my hand and official seal.



Dorothy E. Orgill
Notary Public

STATE OF WYOMING) ss. 412376
Campbell County

Filed for record this 12th day of November
A. D., 19 76 at 9:16 o'clock A. M. and re-
corded in Book 159 of Photos

on page 561 Page 4 of 5, 75

Richard E. Whitcomb
County Clerk and Ex-Officio Register of Deeds
By Richard E. Whitcomb
Deputy

RECORDED
INDEXED
CHECKED

425003

DECLARATION OF PROTECTIVE COVENANTS

City of Gillette
Campbell County, Wyoming

Wyoming Mortgage Advisors

to

The Public:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Wyoming Mortgage Advisors, a Wyoming corporation, being the present owner of

Resubdivision of Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County, Wyoming

does hereby covenant and agree that all of said blocks in said Addition and all of said lots in said blocks are held subject to and with the benefit of all the restrictions, conditions, covenants, charges and agreements contained within the DECLARATION OF PROTECTIVE COVENANTS, and it does further hereby covenant and agree that any subsequent grants of any of the said lots now owned by it shall be subject to covenants and restrictions hereinafter set forth.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, or no building of any kind shall be moved onto the above tracts. All construction shall be new.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$25,000, based upon cost levels prevailing at the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling size. The ground floor area of the main structure, as situate on each parcel as developed hereunder for townhouse residential construction purposes, shall be not less than 800 sq. ft.

4. BUILDING LOCATION. It is intended that a townhouse style of construction shall be utilized pursuant to these covenants. No building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No dwelling shall be located

STATE OF WYOMING } ss.
Campbell County

Filed for record this 30th day of August A. D. 19 77 at 1:02 o'clock P. M. and recorded in Book 338 of Photos on page 396 Fees \$ 7.75

Sivian E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By _____
Deputy

425003

on an interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be construed as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. NUISANCE. No obnoxious, offensive or commercial activity shall be carried on upon any lot within the town-house complex.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, except for a lumber shed, shop, office building, and one-trailer house during construction period.

7. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

8. FENCES. Yard fences may extend only from the rear of any lot to the front or side setback line, and there shall be no front yard fencing, walls or hedges.

9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash container may be placed in a yard nearer to the street than the minimum front building setback line, except on the day designated by the City of Gillette for garbage collection. However, underground covered garbage containers may be placed ahead of the minimum building setback line.

11. SIGNS. No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.

12. MEMBERSHIP. The architectural control committee is composed of David V. McCoon, Kathryn Ann McCoon and Robert C. Bowen. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to designate a successor. Neither the members of the committee, nor

its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or the withdrawal from the committee or to restore to it any of its powers and duties.

13. PROCEDURE. * The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days any proposed building plan after plans and specifications have been submitted to it, the failure of such representative to approve or disapprove any proposed building plan shall not in any way relieve the owner or the builder from his legal responsibility to comply with the covenants, conditions, and restrictions contained herein.

14. EASEMENTS. Easements are hereby dedicated to the City of Gillette and its licensees for public use, the locations and widths of right-of-way of which are shown in dotted lines on the accompanying plat, and said easements may be employed in perpetuity as a covenant running with the land for the purposes of installing, repairing, re-installing, replacing and maintaining sewers, water lines, gas lines, electric light lines and poles, telephone lines and poles and other forms and types of utilities now or hereafter being generally utilized by the public.

15. CAMPBELL MANAGEMENT. Campbell Management, as a nonprofit association, has been concurrently organized as a nonprofit association for the purpose of construction operation and maintenance of the road and utility easement within the described area as more fully described on the plat thereof. The terms, conditions and provisions of this Declaration are subject to the terms and provisions of an agreement executed by said Campbell Management. The ownership, management and operation of Campbell Management shall be vested in the owners of tracts lying within the land subject to this Declaration. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title in any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

18. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect

any of the other provisions which shall remain in full force and effect.

WYOMING MORTGAGE ADVISORS
By:

Attest:

Katherine Ann McLean
Secretary

David H. McLean
President

STATE OF WYOMING)
COUNTY OF Lincoln) ss.

On this 13th day of August, 1977, before me personally appeared David H. McLean, to me known, who, being by me duly sworn, did say that he is the President of Wyoming Mortgage Advisors, and that said instrument was signed and sealed in behalf of said Wyoming Mortgage Advisors, by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

Robert A. [Signature]
Notary Public

My Commission Expires: 8-27-80



12211

A G R E E M E N T

THIS AGREEMENT made this 12th day of September, 1977, by and between Campbell Management, a corporation, First Party (hereinafter called "Company"), and Transamerica Mortgage Company, a corporation only, chartered, organized and existing under the laws of the State of California, Second Party (hereinafter called "Representative").

W I T N E S S E T H:

WHEREAS, the Company has assumed legal responsibility for maintenance and operation of improved streets, drainage and full dedicated rights-of-way accepted by the County for public use in Gillette, Campbell County, State of Wyoming, described as resubdivision of Parcel A, Block 12, Foothills Planned Unit Development (amended final plat filed in Campbell Courthouse, Book 2, Page 42, December 22, 1976), City of Gillette, County of Campbell, State of Wyoming, upon which there is located said street system; and

WHEREAS, the Company warrants that all the streets described above shall be made subject to the Agreement by recordation of appropriate covenants, reservations, restrictions or conditions in such manner as is required by Wyoming law to put all persons on notice that such properties served by said street system have been subjected to the terms of the Agreement; and

WHEREAS, the Company hereby warrants there are no existing and there will be no future encumbrances, liens or other indebtedness to the said street system accepted by the County for public use; and

WHEREAS, the Company has secured the construction and intends to operate and maintain said street system for the purpose of servicing each property, building and residence

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 15th day of September A. D. 1977 at 9:28 o'clock A.M. and recorded in Book 390 of Photos on page 457 Fees \$ 18.00

Shirley E. Addison RECORDED
County Clerk Register of Deeds ABSTRACTED
By Don'thyle Deputy INDEXED

located within the described area; and

WHEREAS, it is contemplated that properties, buildings and residences will be served by said street system and will be security for mortgages given to various lenders, including the Representative, which mortgages may be insured under the National Housing Act and/or guaranteed under the Servicemen's Readjustment Act of 1944, as amended; and

WHEREAS, the Representative and others have made or are about to make mortgage loans to the owners of the properties which will be served by the said street system; and

WHEREAS, one of the inducing factors to the granting of mortgage loans on properties, buildings, residences and other improvements in the areas to be served by the said street system by the Representative and other lenders and the insuring thereof under the National Housing Act and/or Servicemen's Readjustment Act of 1944, as amended, is that there will be continuous operation and maintenance of the said street system according to the approved standards set forth in this Agreement, and that rate charges by the Company for its services will be reasonable, and the Company is desirous of assuring that its rates will be reasonable, and also assuring the continuance of the operation and maintenance of said street system, for the benefit of the present and future owners of properties, buildings and residences, and mortgagees holding mortgages covering such properties, buildings and residences, including the Representative;

NOW, THEREFORE, for and in consideration of the reliance upon this Agreement by the Representative and by present and future owners of properties, buildings and residences, to be served by the said street system, and by mortgagees (who will make and hold mortgage loans on such

properties, buildings and residences), and by the Federal Housing Administration and Veterans Administration and Farmer's Home Administration in insuring or guaranteeing respectively such loans, the Company does hereby covenant and agree as follows:

SECTION 1. (a) This Agreement is made not only with the Representative in its individual capacity, but also for the benefit of the present and future owners or occupants of all and each of the properties, buildings and residences which are now or may hereafter be served by the said street system as well as the holders of any mortgage or mortgages covering any of such properties, buildings and residences.

(b) Separately or additionally, any person, firm, association, governmental agency or corporation (1) served by the said street system, or (2) holding any mortgage on any property connected to the said street system, is hereby granted the right and privilege, and is hereby authorized, in its own name and on its own behalf or on behalf of others for whose benefit this Agreement is made, to institute and prosecute any suit at law or in equity in any court having jurisdiction of the subject matter, to interpret and enforce this Agreement or any of its terms and provisions, including, but not limited to, suits for specific performance, mandamus, receivership and injunction.

SECTION 2. The Company covenants and agrees:

(a) The Company shall maintain in a good state of repair and operate to offset wear and deterioration at all times and for the use of each of the properties duly connected to said street system and to meet the reasonable needs of each of the properties duly con-

nected to said street system.

SECTION 3. The Company agrees to maintain said street system and/or said drainage system at all times in good order and repair so that satisfactory service as provided in the foregoing paragraphs will be supplied to each of said properties, buildings and residences in the described land. Company records for operating and maintaining the said street system shall be open for inspection at all times by the agents of the State of Wyoming and Campbell County Health authorities.

SECTION 4. (a) The Company reserves and has the right to establish and collect as a charge or charges for operating and maintaining the said street system for the benefit of the present and future owners or occupants of the properties, buildings and residences, the initial rates described in Schedule "A" attached hereto and made a part hereof. The Company reserves and has the right to establish and collect as a charge or charges for operating and maintaining the street system for the benefit of present or future owners or occupants of the property, buildings and residences the initial rate described as \$ _____ per month. In accord with the Articles of Incorporation of Campbell Management, and pursuant to the terms of a Declaration of Protective Covenants, the charges, when established, shall constitute a lien against the land subject only to the priority of first mortgages and their repayment and real estate taxes duly assessed pursuant to the provisions of Wyoming law. Said charges may be collected by action in law or proceedings to foreclose as provided for judgment or mechanic's liens.

SECTION 5. In the event the Company should fail to operate and maintain the said street system in the manner

and under the conditions specified herein, or in the event the Company collects or attempts to collect from the properties, buildings and residences in the above described land in excess of the rate or rates specified or provided for in the Agreement, then in either of such contingencies, if such default shall continue for a period of five (5) days, after written notice to the Company by any consumer, mortgagee, or by any person for whose benefit this contract is made, then and in such event any such person for whose benefit this contract is made, may enforce the Agreement by action, instituted for such purpose in any court of competent jurisdiction and in such action shall be entitled as a matter of right to the entry of an order appointing a receiver or other officer appointed by the Court to take over operation and maintenance of said street system, for the benefit of the parties for whom this Agreement is made, with full right to collect the charges for services at rates not in excess of those specified or provided for in the Agreement. Such receiver or other officer of the Court, during the period of its operation, shall be entitled to such reasonable compensation and expenses, including reasonable attorney's fees, as may be determined by the Court.

SECTION 6. The Company may establish, amend or revise from time to time and enforce Rules and Regulations for street operation and maintenance within the described tract of land, provided, however, all such rules and regulations established by the Company from time to time shall at all times be reasonable and subject to such regulations as may now or hereafter be provided by law; and provided further that no such rule or regulation so established, amended or revised can be inconsistent with the requirements of this Agreement nor shall the same abrogate any provision hereof.

Any such rules and regulations established, amended, revised and enforced by the Company from time to time shall be binding upon any owner or occupant of any of the property located within the described land, the owner or occupant of any property or buildings or residence.

SECTION 7. Changes in the initial rates described in Section 4 hereof may be proposed by the Company and by third party beneficiaries of this Agreement in the following manner:

If within ninety (90) days after notice to the Representative and to all parties in said described land served by the street system of a maintenance and operation charge proposed by the Company, not more than one-third of such parties have signified in writing their opposition to such proposed maintenance and operation charge rate change, the Company may forthwith establish such new rate charges. If more than one-third of such parties signify, in writing, their opposition to a maintenance and operation charge rate change proposed by the Company, or if more than one-third of such parties propose in writing a maintenance and operation charge rate change which the Company opposes, and the parties cannot negotiate an agreement within ninety (90) days to the reasonableness of the new rate changes, then the matter of the reasonableness of such new rate changes shall be referred to a board of arbiters selected as follows: The Company shall designate one arbiter, the objecting parties shall designate one arbiter, and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rate charges within ninety (90) days after the reference of the dispute to them. Written notice of the

hearing of the dispute by the arbiters shall be given to the Company and to all objecting parties. All proceedings before the arbiters shall be recorded in writing. Either side to the arbitration may present written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rate charges recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rate charges shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings the proposed change of rate charges shall be held in abeyance and shall not become effective until the conclusion of such proceedings.

SECTION 8. Notwithstanding any provision of this Agreement no third party beneficiary shall have or claim to have any right, title, lien encumbrance, interest or claim of any kind or character whatsoever in and to the said street system nor to operation or maintenance thereof, and the Company may not be relieved from this responsibility to provide operation and maintenance of said street until operation and maintenance is assumed by a competent governmental body, to-wit: the City of Gillette, Campbell County, Wyoming.

SECTION 9. In the event that the responsibility for street maintenance, operation and repair is assumed by the City of Gillette, this Agreement shall terminate. Disposition of funds and assets shall be in accord with the Articles of Incorporation of Campbell Management.

SECTION 10. All notices provided for herein shall be

in writing or by telegram, and if to Company, shall be mailed or delivered to Company c/o Wyoming Mortgage Advisors, 740 Douglas Highway, Gillette, Wyoming 82716, and if to the parties for whose benefit this contract is made, shall be mailed or delivered to their last known business or residential addresses.

SECTION 11. This Agreement shall inure to the benefit of the Representative, its successors and assigns, and as set forth in Section 1 hereof, all present and future owners or occupants of all and each of the properties, buildings and residences, which are now or may hereafter be served by said street system as well as the holders of any mortgage or mortgages covering any such properties, buildings or residences, as well as the successors and assigns of all such present and future owners and occupants and holders of mortgages. By this agreement, Representative does not undertake or agree to act in behalf of other parties or to take action of any kind except as determined to be necessary or appropriate in its own interest, and this agreement specifically reserves to other parties in interest the right and choice if action is deemed necessary to enforce the terms, conditions and obligations of Campbell Management as the obligor and company herein.

SECTION 12. This Agreement shall be governed by the laws of the State of Wyoming.

SECTION 13. This Agreement shall remain in full force and effect and for the benefit of all parties mentioned herein until the said street system described herein is taken over by governmental authority for maintenance and operation.

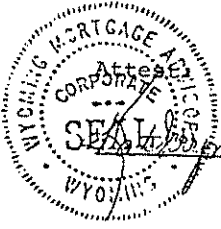
IN WITNESS WHEREOF, the Company and the Representative have caused this Agreement to be duly executed in several

counterparts, each of which counterpart shall be considered an original executed copy of the Agreement.

Signed, Sealed and Delivered in the Presence of:

CAMPBELL MANAGEMENT

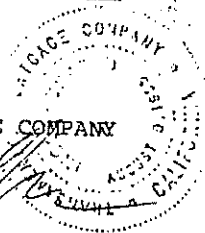
By [Signature]



[Signature]

TRANSAMERICA MORTGAGE COMPANY

By [Signature]



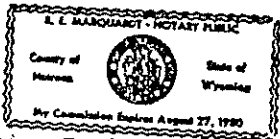
Attest:

[Signature]

STATE OF WYOMING)
)
COUNTY OF _____) ss:

I, the undersigned Notary Public, do hereby certify that David W. McClean and Kathryn Ann McClean President and Secretary, respectively, of Campbell Management, a Wyoming corporation, and who as such officers executed the foregoing Agreement, this day personally appeared before me and acknowledged before me that they executed said agreement as such officers in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of September, 1977.



R. E. Marquardt
Notary Public

My Commission Expires: 8-27-80

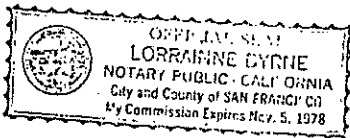
STATE OF California)
)
COUNTY OF San Francisco) ss.

I, the undersigned Notary Public, do hereby certify that R. L. Masner and Senior Vice - President and Secretary, respectively, of Transamerica Mortgage Company, a corporation organized and existing under the laws of the State of California, the Representative, and who as such officers executed the foregoing Agreement, this day personally appeared before me and acknowledged before me that they executed said Agreement as such officers in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of September, 1977.

Lorraine Byrne
Notary Public

My Commission Expires:



L C L C I

SCHEDULE "A"

The Company reserves the right to levy and collect a charge for street maintenance provided to the occupants of each of the properties connected to the street system(s) in the amount of \$ _____ per month.

L C L C I

426174 RERECORDED

425811

A G R E E M E N T

THIS AGREEMENT made this 13th day of September, 1977, by and between Campbell Management, a corporation, First Party (hereinafter called "Company"), and Transamerica Mortgage Company, a corporation only, chartered, organized and existing under the laws of the State of California, Second Party (hereinafter called "Representative").

W I T N E S S E T H:

WHEREAS, the Company has assumed legal responsibility for maintenance and operation of improved streets, drainage and full dedicated rights-of-way accepted by the County for public use in Gillette, Campbell County, State of Wyoming, described as resubdivision of Parcel A, Block 12, Foothills Planned Unit Development (amended final plat filed in Campbell Courthouse, Book 2, Page 42, December 22, 1976), City of Gillette, County of Campbell, State of Wyoming, upon which there is located said street system; and

WHEREAS, the Company warrants that all the streets described above shall be made subject to the Agreement by recordation of appropriate covenants, reservations, restrictions or conditions in such manner as is required by Wyoming law to put all persons on notice that such properties served by said street system have been subjected to the terms of the Agreement; and

WHEREAS, the Company hereby warrants there are no existing and there will be no future encumbrances, liens or other indebtedness to the said street system accepted by the County for public use; and

WHEREAS, the Company has secured the construction and intends to operate and maintain said street system for the purpose of servicing each property, building and residence

STATE OF WYOMING }
 Campbell County } ss.
 Filed for record this 15th day of September A. D. 1977 at 9:28 o'clock A. M. and recorded in Book 390
 of Photos on page 467 Fees \$ 18.00
Devin E. Addison RECORDED
 County Clerk and Ex-Officio Register of Deeds ABSTRACTED
 INDEXED
 CHECKED
 By [Signature]
 Deputy

located within the described area; and

WHEREAS, it is contemplated that properties, buildings and residences will be served by said street system and will be security for mortgages given to various lenders, including the Representative, which mortgages may be insured under the National Housing Act and/or guaranteed under the Servicemen's Readjustment Act of 1944, as amended; and

WHEREAS, the Representative and others have made or are about to make mortgage loans to the owners of the properties which will be served by the said street system; and

WHEREAS, one of the inducing factors to the granting of mortgage loans on properties, buildings, residences and other improvements in the areas to be served by the said street system by the Representative and other lenders and the insuring thereof under the National Housing Act and/or Servicemen's Readjustment Act of 1944, as amended, is that there will be continuous operation and maintenance of the said street system according to the approved standards set forth in this Agreement, and that rate charges by the Company for its services will be reasonable, and the Company is desirous of assuring that its rates will be reasonable, and also assuring the continuance of the operation and maintenance of said street system, for the benefit of the present and future owners of properties, buildings and residences, and mortgagees holding mortgages covering such properties, buildings and residences, including the Representative;

NOW, THEREFORE, for and in consideration of the reliance upon this Agreement by the Representative and by present and future owners of properties, buildings and residences, to be served by the said street system, and by mortgagees (who will make and hold mortgage loans on such

properties, buildings and residences), and by the Federal Housing Administration and Veterans Administration and Farmer's Home Administration in insuring or guaranteeing respectively such loans, the Company does hereby covenant and agree as follows:

SECTION 1. (a) This Agreement is made not only with the Representative in its individual capacity, but also for the benefit of the present and future owners or occupants of all and each of the properties, buildings and residences which are now or may hereafter be served by the said street system as well as the holders of any mortgage or mortgages covering any of such properties, buildings and residences.

(b) Separately or additionally, any person, firm, association, governmental agency or corporation (1) served by the said street system, or (2) holding any mortgage on any property connected to the said street system, is hereby granted the right and privilege, and is hereby authorized, in its own name and on its own behalf or on behalf of others for whose benefit this Agreement is made, to institute and prosecute any suit at law or in equity in any court having jurisdiction of the subject matter, to interpret and enforce this Agreement or any of its terms and provisions, including, but not limited to, suits for specific performance, mandamus, receivership and injunction.

SECTION 2. The Company covenants and agrees:

(a) The Company shall maintain in a good state of repair and operate to offset wear and deterioration at all times and for the use of each of the properties duly connected to said street system and to meet the reasonable needs of each of the properties duly con-

nected to said street system.

SECTION 3. The Company agrees to maintain said street system and/or said drainage system at all times in good order and repair so that satisfactory service as provided in the foregoing paragraphs will be supplied to each of said properties, buildings and residences in the described land. Company records for operating and maintaining the said street system shall be open for inspection at all times by the agents of the State of Wyoming and Campbell County Health authorities.

SECTION 4. (a) The Company reserves and has the right to establish and collect as a charge or charges for operating and maintaining the said street system for the benefit of the present and future owners or occupants of the properties, buildings and residences, the initial rates described in Schedule "A" attached hereto and made a part hereof. The Company reserves and has the right to establish and collect as a charge or charges for operating and maintaining the street system for the benefit of present or future owners or occupants of the property, buildings and residences the initial rate described as \$ 2.50 per month. In accord with the Articles of Incorporation of Campbell Management, and pursuant to the terms of a Declaration of Protective Covenants, the charges, when established, shall constitute a lien against the land subject only to the priority of first mortgages and their repayment and real estate taxes duly assessed pursuant to the provisions of Wyoming law. Said charges may be collected by action in law or proceedings to foreclose as provided for judgment or mechanic's liens.

SECTION 5. In the event the Company should fail to operate and maintain the said street system in the manner

and under the conditions specified herein, or in the event the Company collects or attempts to collect from the properties, buildings and residences in the above described land in excess of the rate or rates specified or provided for in the Agreement, then in either of such contingencies, if such default shall continue for a period of five (5) days, after written notice to the Company by any consumer, mortgagee, or by any person for whose benefit this contract is made, then and in such event any such person for whose benefit this contract is made, may enforce the Agreement by action, instituted for such purpose in any court of competent jurisdiction and in such action shall be entitled as a matter of right to the entry of an order appointing a receiver or other officer appointed by the Court to take over operation and maintenance of said street system, for the benefit of the parties for whom this Agreement is made, with full right to collect the charges for services at rates not in excess of those specified or provided for in the Agreement. Such receiver or other officer of the Court, during the period of its operation, shall be entitled to such reasonable compensation and expenses, including reasonable attorney's fees, as may be determined by the Court.

SECTION 6. The Company may establish, amend or revise from time to time and enforce Rules and Regulations for street operation and maintenance within the described tract of land, provided, however, all such rules and regulations established by the Company from time to time shall at all times be reasonable and subject to such regulations as may now or hereafter be provided by law; and provided further that no such rule or regulation so established, amended or revised can be inconsistent with the requirements of this Agreement nor shall the same abrogate any provision hereof.

Any such rules and regulations established, amended, revised and enforced by the Company from time to time shall be binding upon any owner or occupant of any of the property located within the described land, the owner or occupant of any property or buildings or residence.

SECTION 7. Changes in the initial rates described in Section 4 hereof may be proposed by the Company and by third party beneficiaries of this Agreement in the following manner:

If within ninety (90) days after notice to the Representative and to all parties in said described land served by the street system of a maintenance and operation charge proposed by the Company, not more than one-third of such parties have signified in writing their opposition to such proposed maintenance and operation charge rate change, the Company may forthwith establish such new rate charges. If more than one-third of such parties signify, in writing, their opposition to a maintenance and operation charge rate change proposed by the Company, or if more than one-third of such parties propose in writing a maintenance and operation charge rate change which the Company opposes, and the parties cannot negotiate an agreement within ninety (90) days to the reasonableness of the new rate changes, then the matter of the reasonableness of such new rate changes shall be referred to a board of arbiters selected as follows: The Company shall designate one arbiter, the objecting parties shall designate one arbiter, and the two arbiters thus selected shall choose a third arbiter. The three arbiters shall make their written recommendations to the parties to the dispute as to the reasonableness of the new rate charges within ninety (90) days after the reference of the dispute to them. Written notice of the

hearing of the dispute by the arbiters shall be given to the Company and to all objecting parties. All proceedings before the arbiters shall be recorded in writing. Either side to the arbitration may present written objections to the recommendations within thirty (30) days after the decision. If no written objections are made, it shall be considered that all parties have agreed that the new rate charges recommended by the arbiters are reasonable. If written objections are filed by either side, the question of the reasonableness of the new rate charges shall be the subject of review by a court of competent jurisdiction in appropriate legal proceedings initiated for such purpose. In the event of arbitration or court proceedings the proposed change of rate charges shall be held in abeyance and shall not become effective until the conclusion of such proceedings.

SECTION 8. Notwithstanding any provision of this Agreement no third party beneficiary shall have or claim to have any right, title, lien encumbrance, interest or claim of any kind or character whatsoever in and to the said street system nor to operation or maintenance thereof, and the Company may not be relieved from this responsibility to provide operation and maintenance of said street until operation and maintenance is assumed by a competent governmental body, to-wit: the City of Gillette, Campbell County, Wyoming.

SECTION 9. In the event that the responsibility for street maintenance, operation and repair is assumed by the City of Gillette, this Agreement shall terminate. Disposition of funds and assets shall be in accord with the Articles of Incorporation of Campbell Management.

SECTION 10. All notices provided for herein shall be

in writing or by telegram, and if to Company, shall be mailed or delivered to Company c/o Wyoming Mortgage Advisors, 740 Douglas Highway, Gillette, Wyoming 82716, and if to the parties for whose benefit this contract is made, shall be mailed or delivered to their last known business or residential addresses.

SECTION 11. This Agreement shall inure to the benefit of the Representative, its successors and assigns, and as set forth in Section 1 hereof, all present and future owners or occupants of all and each of the properties, buildings and residences, which are now or may hereafter be served by said street system as well as the holders of any mortgage or mortgages covering any such properties, buildings or residences, as well as the successors and assigns of all such present and future owners and occupants and holders of mortgages. By this agreement, Representative does not undertake or agree to act in behalf of other parties or to take action of any kind except as determined to be necessary or appropriate in its own interest, and this agreement specifically reserves to other parties in interest the right and choice if action is deemed necessary to enforce the terms, conditions and obligations of Campbell Management as the obligor and company herein.

SECTION 12. This Agreement shall be governed by the laws of the State of Wyoming.

SECTION 13. This Agreement shall remain in full force and effect and for the benefit of all parties mentioned herein until the said street system described herein is taken over by governmental authority for maintenance and operation.

IN WITNESS WHEREOF, the Company and the Representative have caused this Agreement to be duly executed in several

counterparts, each of which counterpart shall be considered an original executed copy of the Agreement.

Signed, Sealed and Delivered in the Presence of:

CAMPBELL MANAGEMENT

BY

[Handwritten Signature]



[Handwritten Signature]

TRANSAMERICA MORTGAGE COMPANY

BY

[Handwritten Signature]



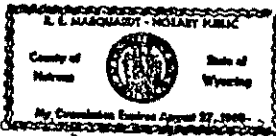
Attest:

[Handwritten Signature]

STATE OF WYOMING)
)
COUNTY OF _____) ss:

I, the undersigned Notary Public, do hereby certify that David U. McCann and Kathryn Ann McCann President and Secretary, respectively, of Campbell Management, a Wyoming corporation, and who as such officers executed the foregoing Agreement, this day personally appeared before me and acknowledged before me that they executed said agreement as such officers in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 10th day of September, 1977.



E. L. Macquardt
Notary Public

My Commission Expires:

STATE OF California)
)
COUNTY OF San Francisco) ss.

I, the undersigned Notary Public, do hereby certify that R. L. Maurer and Senior Vice President and Secretary, respectively, of Transamerica Mortgage Company, a corporation organized and existing under the laws of the State of California, the Representative, and who as such officers executed the foregoing Agreement, this day personally appeared before me and acknowledged before me that they executed said Agreement as such officers in the name of and for and on behalf of said corporation, freely and voluntarily, for the uses and purposes therein expressed, and with full authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of September, 1977.

Lorraine Byrne
Notary Public

My Commission Expires:



Book 390 of Photos, Page 477

Book 391 of Photos, Page 418.

SCHEDULE "A"

The Company reserves the right to levy and collect a charge for street maintenance provided to the occupants of each of the properties connected to the street system(s) in the amount of \$ 2.50 per month.

STATE OF WYOMING

Campbell County

ss.

H 26154

Filed for record this 21st day of September A. D., 1977 at 2:10 o'clock P.M. and recorded in Book 391 of Photos on page 408 Fees \$ 18.00

Simon E. Addison
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By _____
Deputy

Donna Kay O'Neil

486657

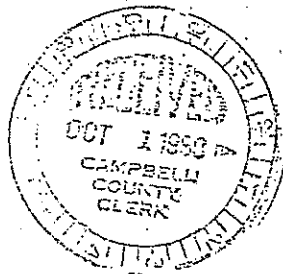
Book 525 of Photos, Page 540.

THIS PETITION IS HEREBY presented to the homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming.

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.



STATE OF WYOMING

Campbell County

Filed for record this 1st day of Oct. A. D. 1980 at 1:48 o'clock P. M. and recorded in Book 525 of Photos on page 540 Fees \$ 91.75

Clarence E. Robinson
County Clerk and Ex-Officio Register of Deeds

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Deputy

486657
[Signature]

Declaration of Covenants, Conditions and Restrictions

Resubdivision of Parcel A, Block 12, Toothills Planned Unit Development,
Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell
County, Wyoming.

does hereby covenant and agree that all of said blocks in
said addition and all of said lots in said blocks are held
subject to and with the benefit of all the restrictions,
conditions, covenants, charges and agreements contained
within the Declaration of Covenants, Conditions and Restrictions,
and it does further hereby covenant and agree that any subsequent grants
of any of the said lots now owned by it shall be subject to
covenants, conditions and restrictions set forth.

Article 1
Definitions

Section 1. The term "Association" shall mean and refer to
Wedgwood Estates Homeowners Association, a non-profit association,
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 "Lot" shall mean and refer to any of
thirty four building sites on which there is a single family
townhouse which is individually and separately owned.

Section 5. 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 6. 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 for the benefit of all Owners of lots herein. These covenants, restrictions and conditions are imposed 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 to 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 land, as the case may be.

Article III

Use of Residential Lots

Section 1. Use Each lot within the Properties shall be improved, used and occupied only for private residential purposes.

REVISIONS

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, or 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.

STALLING CARS?

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.

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.

NO SIGNAGE ON STAIRS?

Section 5. Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

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, 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 surfaces 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 will be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Article IV

Driveways

Section 1. Ownership of each lot shall entitle the Owner or Owners therefor 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, disabled cars or children's toys will be allowed on driveways or private streets.

Section 2. The Association's Board of Directors retains full responsibility and authority over all driveways, therefore, no Owner shall alter or erect structures or in any way change the appearance of the driveway areas without the written consent of the Board.

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. All owners shall be entitled to one (1) vote for each lot owned and the monthly dues must not be more than sixty (60) days in arrears for the owners to be entitled to their one vote. When more than one person holds an 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.

Section 3. All officers will be elected at the time of the acceptance of these covenants and annually from there on. The Board of Directors will also be elected at this time, the first elected will serve a term of three years, the second and third elected will serve a term of two years and the third and fourth elected will serve a term of one year. They will be replaced at the end of their term of office by another election.

Article VI

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney 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 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health and safety, and welfare of the the residents in the Properties and for the improvement and maintenance of the homes situated upon the Properties.

(a) From and after January 1 of the year, the annual assessments may be increased by a vote of two-thirds of those present at a meeting duly called for this purpose.

Section 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 defraying, in whole or in part, the cost of any construction reconstruction, repair or replacement of a capital improvement.

Section 4. Exterior Maintenance. In addition to maintenance, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, relace 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 9 of Article VI shall apply

to this section at it pertains to non-payment of assessment.

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

Section 7. Uniform Rate of Special Assessment

Special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence on all thirty four (34) lots on November 1, 1979, as per the minutes of the meeting held at that time, and shall be due and payable on the first day of each consecutive month,

The Board of Directors shall recommend the amount of annual assessments 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 recommendation of assessments shall be ratified by a two-thirds vote of members present at a meeting duly called for this purpose. The due dates shall be established at this time. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

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 $1\frac{1}{2}$ percent per month 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 the lot so assessed, which shall attach to the lot as of the time the Association covenants 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 assessments and such related charges as may be authorized by this declaration;
2. the name of the Owner of record or reputed Owner of the lot;
3. 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 proceeding. 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 destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser 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 on lien was filed by the Association, the officers of the Association are hereby authorized to file on 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 of 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 on 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 on trustee's sale or otherwise.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate 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 assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due on 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 the 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) Unless all holders of mortgage liens on individual units have given their prior written approval, the Association shall not be entitled to:

1. change to pro rate interest on 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 on the common elements of the project.

Article VII
Management

1. All powers relating to management, operation and maintenance 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 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 and improve. 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 the Association.

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

(a) Maintain dwellings and any improvements thereon (including landscaping, furnishings and equipment related thereto) in a 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 as such repainting is required in order to preserve the attractiveness of the Properties. Such exterior maintenance shall not include glass surfaces.

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

(e) The Association may do any and all other acts and things that a non-profit association 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.

(f) 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

Easements

1. This Declaration of Covenants, Conditions and Restrictions shall be subject to all easements heretofore or hereafter for the installation and maintenance of utilities and drainage facilities that are reasonably necessary to the development of the Properties.

2. Easements through 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. 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 drainage facilities shall be governed by the following:

(A) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone or drainage facilities are installed within the properties, which connections, lines or facilities on any portion thereof, lie in or upon lots owned by other than the Owner of a lot served by said connections, lines or facilities, the Owner of each lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon lots within the Properties in or upon which said connections, lines or facilities, on any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

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

(C) Each lot and its Owner with the Properties is hereby declared to have an easement, over all adjoining lots 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 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.

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 no 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, any owner who has used the wall may restore it and if the 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. 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 arbitrators shall choose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statute 1957.

Article XI

Architectural Control

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation.

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 proceeding 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 covenants 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 on the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owners title was acquired by foreclosure in a trustee's sale or otherwise.

Article XIII

Conflicts

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

Article XIV

General Provisions

Section 1. Severability Invalidity of any one of these covenants or restrictions by judgement 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

THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WINDWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-BLK 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 22nd day of Sept., 1980.

BY: Phyllis McKinnon
William or Phyllis McKinnon

State of Wyoming

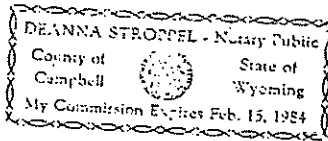
County of Campbell

The foregoing instrument was acknowledged before me by Phyllis McKinnon this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WOODCROFT ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 35, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

For such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this Sept 22 day of September, 19 80.

BY: Gary & Sheri Faas
Gary or Sheri Faas

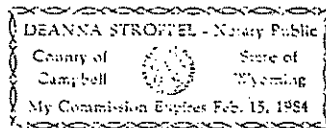
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Gary Faas this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroemel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 10/22/80 day of Sept, 1980.

BY: Carole Martin
Carole or June Martin

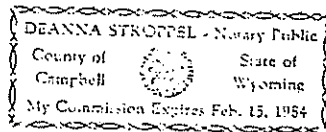
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Carole
R. Martin this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroppel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

For such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16) stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 22nd day of September, 1982.

BY: [Signature]
Jack Mundell

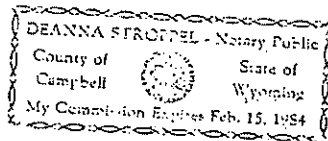
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Jack Mundell this 22 day of Sept 1982.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22nd day of September, 1980.

BY: Kathy Merklin
Kathy Merklin

State of Wyoming

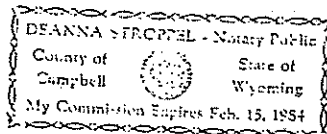
County of Campbell

The foregoing instrument was acknowledged before me by Kathy Merklin this 22 day of Sept 1980

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 9-23 day of Sept, 1980.

BY: Diane Raines
Diane Raines

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Diana J. Raines this 23 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills FUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22 day of September, 1980.

BY: William or Laura Schaffner
William or Laura Schaffner

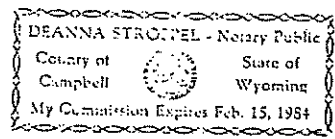
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Laura Schaffner this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroemel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22nd day of November, 1980.

BY: Rosemarie Oliver
Jose or Rose Oliver

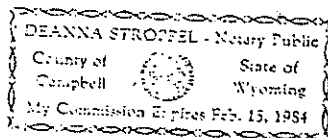
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Rosemarie Oliver this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22 day of September, 1980.

BY: Robert D. Hayes
Robert Hayes

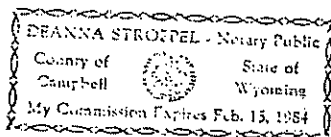
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Robert D Hayes this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 25, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22 day of Sept, 1980.

BY: Tony Lytton
Tony Lytton

State of Wyoming

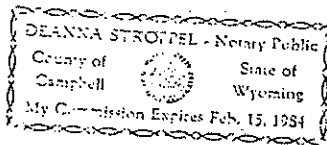
County of Campbell

The foregoing instrument was acknowledged before me by Tony D. Lytton this 22 day of Sept 1980.

Witness my hand and official seal.

Deanna Strotpel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGECOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plots, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 27 day of Sept, 1980

BY: Patty Maestas
Marugi or Florence Maestas
Patty

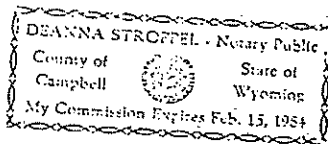
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Patty Maestas this 27 day of Sept, 1980.

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 1-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-BLK 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16) stated as follows:

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Dated this 20th day of Sept, 1980.

BY: William R. Ochs
Bill or Kathy Ochs

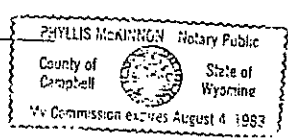
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by William R. Ochs this 20th day of Sept 1980.

Witness my hand and official seal.

Phyllis M. Kucera
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 20th day of September, 1980.

BY: Bob Goff
Bob Goff

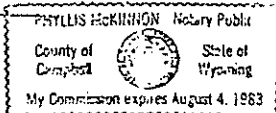
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Robert Goff this 20th day of Sept, 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGECROOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16) stated as follows:

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Dated this 11th day of Sept, 1980.

BY: Chris or Vicky Seever
Chris or Vicky Seever

State of Wyoming

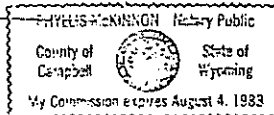
County of Campbell

The foregoing instrument was acknowledged before me by Vicky Seever this 11th day of Sept 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22 day of September, 1980.

BY: Deanna Stroopel
Fred or Deanna Stroopel

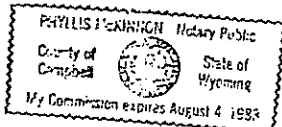
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Deanna Stroopel this 22nd day of Sept 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGECROD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills MUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

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Dated this 20th day of September, 1980.

BY: *Allen or Roxie Lenox*
Allen or Roxie Lenox

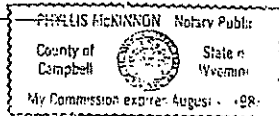
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Roxie Lenox this 20th day of Sept 1980

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug. 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WFDGFIACCD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this September day of 30th, 1980.

BY: James or Karla Johnson
James or Karla Johnson

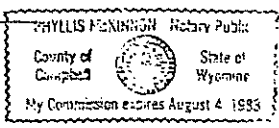
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Karla Johnson this 20th day of Sept 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WINDYWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 2-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 2-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 20th day of September, 1980

BY: Rick Stein
Rick or Laurie Stein

State of Wyoming

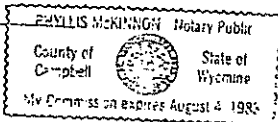
County of Campbell

The foregoing instrument was acknowledged before me by Rick Stein this 20th day of Sept 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WOODCROFT ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 2-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 2-A Resub. Parcel A-Blk 12 lots 1-24 inclusive.)

For such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 20th day of Sept, 1980.

BY: Ralph and Tilly Vigil
Ralph and Tilly Vigil

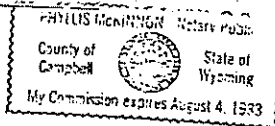
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Ralph Vigil this 20th day of Sept, 1980.

Witness my hand and official seal.

Phyllis M. Manning
Notary Public

My Commission expires: Aug. 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 22nd day of Sept, 1980.

BY: Greg K. Newby
Greg Newby

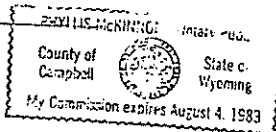
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Greg K. Newby this 22nd day of Sept 1980.

Witness my hand and official seal.

Phyllis McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WYBCEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 20th day of Sept, 1980.

BY: Jerry E. McGovern
/ Jerry or Rita McGovern

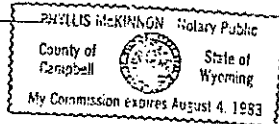
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Jerry E. McGovern this 20th day of Sept 1980

Witness my hand and official seal.

Pavillus McKinnon
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of Homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDCFACED ESTATES. Being more particularly described as:

Parcel A, Block 12, Toothhills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Toothhills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 23rd day of Sept, 1980.

BY: [Signature]
Scott or Cindy McKinnon

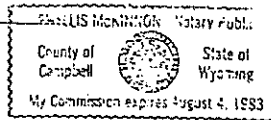
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Scott W McKinnon this 23rd day of Sept, 1980

Witness my hand and official seal.

[Signature]
Notary Public

My Commission expires: Aug 4, 1983



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD SETBACKS. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 22 day of Sept, 1980.

BY: Lawanna McDaniel
Mike CR Lawanna McDaniels

State of Wyoming

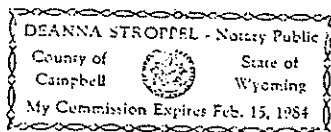
County of Campbell

The foregoing instrument was acknowledged before me by Lawanna McDaniel this 22nd day of Sept 1980.

Witness my hand and official seal.

Deanna Stropfel
Notary Public

My Commission expires: 2-15-84



486658

AGREEMENT FOR WARRANTY DEED

THIS AGREEMENT FOR WARRANTY DEED, Made by and between MILTON L. COULTER TRUST, Milton

L. Coulter, Trustee, (herein called "Seller"), and

EDWARD L. TAYLOR, a married man dealing in his
sole and separate property,

3 Stonestown, I

San Francisco, Ca. 94132

(herein called "Purchaser").

WITNESSETH: That Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase and pay for, the property, more particularly described as:

Lot 22, Block 21, 4-J Subdivision, Second Filing, according to the recorded plat thereof, together with all improvements located thereon.

1. PURCHASE PRICE: The purchase price for the Property is \$82,000.00, which the Purchaser promises to pay to Seller at the Stockmens Bank and Trust Co., 222 South Gillette, Gillette, Wyoming, as follows:
 - (a) \$10,000.00 upon the execution hereof, receipt for which is hereby acknowledged by Seller; and
 - (b) \$72,000.00 together with interest thereon at the rate of 12% (twelve percent) per annum in installments as follows: Commencing on the 1st day of November 1980, a monthly installment of \$792.80, principal and interest, and \$46.05 for taxes and insurance, and continuing a like payment on the 1st day of December 1980, the 1st day of January 1981, and the 1st day of February 1981, on the 1st day of February 1981 an additional payment of \$4,000.00 shall be paid and to be applied to the principal. On the 1st day of March 1981 a monthly installment of \$748.75, principal and interest, and \$46.05 for taxes and insurance shall be paid, and a like payment of \$748.75 principal and interest, plus taxes & ins. on the 1st day of each succeeding month until the 1st day of November 1985, on the 1st day of December 1985, the balance of principal and interest then due shall be due and payable. The taxes and insurance payment made each month shall be adjusted on the 1st day of September of each year, to insure the payment of the annual taxes and the annual hazard insurance payments. It is agreed herewith by the seller, that the purchaser may pay in full, the equity of seller, and assume the then balance of that certain Mortgage executed by Robert W. Wright and Pauline L. Wright, husband and wife, in favor of Commercial Mortgage Corporation, dated 5 July 1978 and recorded 6 July 1978 in Book 426 of Photos, page 446 of the records of Campbell County, Wyoming, upon the due assumption and acceptance of the Purchaser by the then holder of the forementioned Mortgage.
2. POSSESSION: Purchaser shall be entitled to enter into possession of the Property upon the signing of this contract by both parties, and to continue in possession thereof unless and until default is made under the terms hereof. Rents to be prorated to the date of closing.
3. CONVEYANCE: Upon payment in full by Purchaser of the purchase price and accrued interest as herein provided, Seller agrees to convey the Property to Purchaser by a good and sufficient Warranty Deed.
Warranty Deed to be executed by the Seller as of the date of this Agreement, and placed in Escrow at the Stockmens Bank & Trust Co., to be delivered to Purchaser at the time of tendering payment in full.
4. TAXES: Property Taxes for the year 1979 and prior years shall be paid by Seller; property taxes for the year 1980 shall be prorated to the date of closing, and taxes for subsequent years shall be paid by the Purchaser.
5. INSURANCE: Purchaser shall keep the property insured in the amount of not less than \$82,000.00 with a loss payable clause to 1st mortgage holder, and also to the Seller under this Agreement.

6. **TITLE INSURANCE:** Seller shall furnish Purchaser with a title insurance policy in the amount of \$82,000.00, vesting a fee title, subject only to that certain Mortgage executed by Robert W. Right and Pauline L. Wright, husband and wife, in favor of Commercial Mortgage Corporation, dated 5 July 1978 and recorded 6 July 1978 in Book 426 of Photos, page 446 of the records of Campbell County, Wyoming. Said Title Insurance Policy to insure the equitable interest of the Purchaser in this Agreement for Warranty Deed.
7. **ESCROW CHARGES:** Closing Charges under this Agreement are to be paid by the Seller. The Initial Escrow Charges made by Stockmens Bank & Trust Co. are to be paid by the Purchaser. The monthly charges on the escrow are to be paid by the Seller.
8. **ASSIGNMENT:** The unpaid balance of the purchase price and accrued interest shall become immediately due and payable in the event Purchaser shall sell, assign or convey Purchaser's rights hereunder or the Property, or any part thereof, without the prior written consent of Seller.

In further consideration Purchaser hereby delivers a Quitclaim Deed to the Seller, to be held in the escrow file, and in the event of the abandonment of the property, or the failure of the purchaser to make payments, this deed is to be recorded in the public records.

9. **TERMINATION:** Time is of the essence of this Agreement, and if Purchaser fails to pay an installment on the purchase price as more particularly provided in paragraph 1 hereof, or shall fail to keep or violate any of the terms and conditions hereof, Seller shall have the right at any time thereafter to notify Purchaser in Writing of the nature and extent of the default and if any such default is not corrected within 15 days of the date of such notice, or if Purchaser is adjudicated a bankrupt or makes an assignment for the benefit of creditors, Seller shall have the right at any time thereafter to terminate this Contract and the Purchaser's rights hereunder, and all payments made by the Purchaser hereunder shall be retained by the Seller as liquidated damages and as rental for the use of the Property, and Seller shall have the right to enter and take possession of the Property, or any part thereof, or, if Seller so elects, Seller may declare the unpaid purchase price and accrued interest provided for in this contract immediately due and owing and proceed to collect the same and foreclose the interest of Purchaser in the Property in any manner provided by law. The rights of Seller in enforcing Seller's rights hereunder are cumulative and are in addition to any and all other rights and remedies provided by law. In any event, Seller shall be entitled to possession of the property, and to the rents and profits thereof from and after any such default. Purchaser agrees to pay all costs of Seller, including reasonable attorney's fees in enforcing the rights of the Seller hereunder.

PURCHASER and SELLER hereby state that neither now reside on said property, nor any member of their immediate family now resides on said property, and neither claim a homestead interest in said property. PURCHASER is apprised of the fact that Milton L. Coulter is a licensed Broker in the State of Wyoming and is acting on his own behalf for a profit. There are no warranties made by the seller not contained in this instrument.

IN WITNESS WHEREOF, this Agreement for Warranty Deed is executed this 15th day of September, A. D. 1980.

MILTON L. COULTER TRUST,

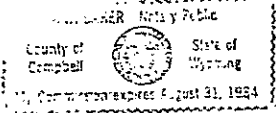
By Milton L. Coulter
Milton L. Coulter, Trustee.

Edward L. Taylor
Edward L. Taylor

State of Wyoming,)
) ss
County of Campbell.)

The foregoing instrument was acknowledged before me by Milton L. Coulter, Trustee of the Milton L. Coulter Trust, this 15th day of September, A. D. 1980.

WITNESS MY HAND and official seal.



Ann Baker
Notary Public

State of California,)
) ss
County of SAN MATEO)

The foregoing instrument was acknowledged before me by

Edward L. Taylor, a married man, dealing in his sole and separate property, this

20th day of September, A. D. 1980.

WITNESS MY HAND AND OFFICIAL SEAL.

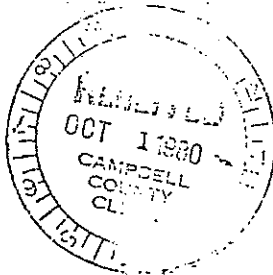


Curtis E. Gainey
Notary Public

ccs.

Commission Expires: FEBRUARY 8, 1981

STATE OF WYOMING
Campbell County) ss. 488658
Filed for record this 1st day of October
A. D. 1980 at 1:50 o'clock P.M. and re-
corded in Book 525 of PHOTOS RECORDED
Page 552 Plus \$ 0.00 ABSTRACTED
Checked for Accuracy INDEXED
County Clerk and Ex-Officio Register of Deeds
y Brooklyn Debs
Deputy



487838 Addition to Covenants as recorded in Book 525 of Photos, Page 540

Book 528 of Photos, Page 527

THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WFDCEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16) stated as follows:

- 16. TERM. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Dated this 4th day of Oct, 1980.

BY: [Signature] Nick Jessen

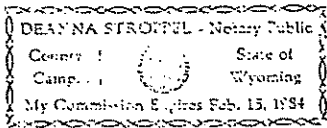
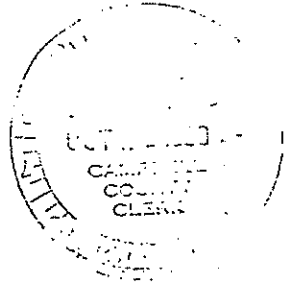
State of Wyoming County of Campbell

The foregoing instrument was acknowledged before me by Nick Jessen this 4th day of Oct 1980

Witness my hand and official seal.

[Signature] Notary Public

My Commission expires: 2-15-84



STATE OF WYOMING Campbell County Filed for record this 24th day of Oct, A. D., 1980 at 1:04 o'clock P.M. and recorded in Book 528 of Photos on page 527 Fees \$ 8.00 487838

Christine E. Addison County Clerk and Ex-Officio Register of Deeds By: [Signature] Deputy

THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WYDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-11K 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 14 day of Oct, 1980.

BY: Don Emfield
Don Emfield

State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by Don Emfield this 14th day of Oct 1980.

Witness my hand and official seal.

Deanna Stropfel
Notary Public

My Commission expires: 2-15-84



THIS PETITION IS HEREBY presented to the Homeowners of homes located in subdivision first known to be owned by Wyoming Mortgage Advisors and presently known as WEDGEWOOD ESTATES. Being more particularly described as:

Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as recorded in Book 2 of Plats, Page 85, Gillette, Campbell County Wyoming. (Foothills PUD Phase 3-A Resub. Parcel A-Blk 12 Lots 1-24 inclusive.)

for such purpose as to exclude in whole or in part, the original set of Declaration of Covenants recorded with the County of Campbell, State of Wyoming. The original set of Declaration of Covenants shall be replaced in whole or in part with the following attached set of Declaration of Covenants, Conditions and Restrictions pursuant to the provisions of number sixteen (16), stated as follows:

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Dated this 10-4-80 day of _____, 19____.

BY: A.J. Hestand
Tory Hestand

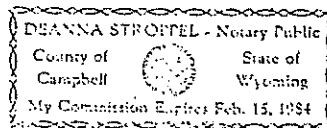
State of Wyoming
County of Campbell

The foregoing instrument was acknowledged before me by A.J. Hestand this 4th day of Oct 1980

Witness my hand and official seal.

Deanna Stroffel
Notary Public

My Commission expires: 2-15-84



510916 DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being sixty seven (67%) per cent or more of the present lot owners of the following described parcel of land, to-wit:

Resubdivision of Parcel A, Block 12, Foothills Planned Unit Development, Phase 3-A as the same is recorded in Book 2 of Plats, page 85 in the office of the Clerk and Ex-Officio Register of Deeds, Campbell County, Wyoming.

do hereby covenant and agree that all of said parcel of land, including all lots within said parcel, shall be held subject to and with the benefit of all restrictions, conditions, covenants, charges and agreements contained in this DECLARATION OF RESTRICTIVE COVENANTS, and that this DECLARATION OF RESTRICTIVE COVENANTS shall upon the recordation hereof supplant and replace in its entirety the Declaration of Coventants, Conditions and Restrictions recorded October 1, 1980 in Book 525 of Photos, page 541 in the office of the Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming.

ARTICLE I

DEFINITIONS

Section 1: "Association" shall mean and refer to WEDGEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC., a non-profit Wyoming corporation, its successors and assigns.

Section 2: "Properties" shall mean and refer to that certain real property described as Resubdivision of Parcel A, Block 12, Foothills P.U.D., Phase 3A as recorded in Book 2 of Plats, page 85 in the office of the Clerk of Campbell County, Wyoming and such additions thereto as may hereafter be brought within the jurisdiction of the ASSOCIATION.

Section 3: "Common Area" shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of the owners.

Section 4: "Lot" shall mean and refer to any plat of land shown upon the recorded plat of the properties with the exception of the Common Area.

Section 5: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having an interest merely as security for the performance of any obligation.

Section 6: "Declaration" shall mean and refer to this Declaration of Restrictive Covenants.

Section 7: "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions, and restrictions set forth in the 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 and lots therein. These covenants, restrictions, and conditions are imposed 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 Owner of each lot on the date hereof 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.

ARTICLE III

USE OF RESIDENTIAL LOTS AND COMMON AREA

Section 1: USE: Each lot within the Properties, except for the Common Area shall be constructed improved, used and occupied only for private residential purposes consistent with the Zoning Regulations for the City of Gillette and Campbell County in effect on the date that said construction, improvement, use or occupation begins.

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 per lot, provided they are not kept, bred, or maintained for any commercial purpose. Except as herein 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 other non residential purpose.

Section 4: SIGNS: No signs shall be permitted on any lot other than a "For Sale" sign not to exceed 18" by 24" in size posted in accordance with local laws and regulations.

Section 5: OTHER STRUCTURES: No structure of a temporary character such as a trailer, Lasement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 6: DRILLING: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot nor 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 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, without prior approval of the Board of Directors pursuant to the rules contained hereinafter.

Section 9: COMMON AREA: 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. The use of Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors pursuant to the By-laws of the Association.

Section 10: 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, disabled cars or children's toys will be allowed on driveways or private street.

Section 11: ENFORCEMENT: Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant; either to restrain violation or recover damages. Invalidation of any one of these covenants by judgment or other order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE IV

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.

Section 2: All owners shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: 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, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the health and safety, and welfare of the residents in the Properties and for the improvement and maintenance of the homes situated upon the Properties. Annual assessments may be increased by a vote of two-thirds of those present at a meeting of the members duly called for this purpose.

Section 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

defraying, in whole or in part, the cost of any construction reconstruction, repair or replacement of a capital improvement. Any such special assessment shall be approved by a vote of two-thirds of those present at a meeting of the members duly called for that purpose.

Section 4: NOTICE FOR ANY ACTION AUTHORIZED UNDER SECTION 2 AND 3: Written notice of any meeting called for the purpose of taking any action authorized under Section 2 and 3 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting.

Section 5: EXTERIOR MAINTENANCE: The Association shall also provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, relace and care for roofs, exterior building surfaces, walks, driveways and other 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 with a reasonable time the Association shall have 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. The right of access to all lots is hereby reserved to and granted the Association for such exterior maintenance as is provided by this section.

Section 6: UNIFORM RATE OF SPECIAL ASSESSMENT: Special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: Due Dates. The annual assessments provided for herein shall commence on November 1, 1981 be due and payable on the first

day of each consecutive month. The initial annual assessment shall be \$20⁰⁰ per lot per month. Thereafter, the Board of Directors shall recommend the amount of annual assessments against each lot at least thirty (30) days in advance of each annual assessment period commencing January 1, 1982. Written notice of the annual assessment shall be sent to every owner subject thereto. The recommendation of assessments shall be ratified by a two-thirds vote of members present at a meeting duly called for this purpose. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8: 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 1½ percent per month 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 the 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 assessments and such related charges as may be authorized by this declaration;
2. the name of the Owner of record or reputed Owner of the lot;
3. a description of the lot against which the lien has been assessed.

The Notice shall be signed by at least one officer 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 ten (10) days prior to the commencement of any such action or proceeding. 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 Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any 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 time be subject and subordinate to any mortgage or deed of trust on the lots 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 destroyed by reason of the foreclosure of any prior mortgage 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 claim of lien was filed by the Association the officers of the Association are hereby authorized to file and 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 costs 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 assessment.

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 made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against the Owner whose title is deprived through foreclosure or otherwise.

Section 9: SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MANAGEMENT

1. All powers relating to management, operation and exterior of the properties maintenance shall be vested in the Association.

2. 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 reasonable necessary to operate and maintain and improve the properties. 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 the Association.

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

(a) Maintain exterior of dwellings and any improvements thereon, including landscaping, furnishings and equipment related thereto, in a 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 as such repainting is required in order to preserve the attractiveness of the Properties. Such exterior maintenance shall not include glass surfaces.

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

(e) The Association may do any and all other acts and things that a non-profit association 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.

(f) 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 VII

EASEMENTS

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 drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone or

drainage facilities are installed within the properties, which connections, lines or facilities or any portion thereof, lie in or upon lots owned by other than the Owner of a lot served by said connections, lines or facilities, the Owner of each lot served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lots or to have utility companies enter upon lots within the Properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

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

(c) Each lot and its Owner with the Properties is hereby declared to have an easement, over all adjoining lots 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.

ARTICLE VIII

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 omission shall apply thereto.

Section 2. DESTRUCTION OR DAMAGE. If a party wall is destroyed or damaged, any owner of the wall may restore it and shall thereafter be entitled to contribution from all other owners of the wall for the cost of restoration thereof in proportion to such ownership without prejudice, however, to the right of any such Owner 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.

ARTICLE IX

ARCHITECTURAL CONTROL

1. No building shall be erected, place, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the quality of workmanship and materials, harmony of design with existing structures, and as to location with respect to topography and finish grade elevation. Unless otherwise provided by the By-laws of the Association, the Board of Directors of the Association shall constitute the architectural control committee.

ARTICLE X

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 proceeding 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 on 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 covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage 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 Owners title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE XI

CONFLICTS

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

ARTICLE XII

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 periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty seven (67) percent, which constitutes 23 Lot owners. Any amendment hereto must be recorded.

Dated this 14 day of October, 1981.

IN WITNESS WHEREOF WE have hereunto set our hands and seals.