

**SECOND MODIFICATION AND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE COUNTRY CLUB VILLAS TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING**

THIS MODIFICATION AND AMENDMENT made and entered into this 15th day of JANUARY, 2002, by Peter J. Bunning and Rose George Bunning, husband and wife, whose mailing address is 1341 Sage Court, Rock Springs, Wyoming 82901; by Central Illinois Bank, an Illinois banking corporation, the mailing address of which is 1801 E. Empire Street, Suite 2, Bloomington, Illinois 61704; by Richard L. Gibbs and Debera S. Gibbs, husband and wife, whose mailing address is 1345 Sage Court, Rock Springs, Wyoming 82901; by Wells Fargo Home Mortgage, Inc., a Wyoming banking corporation, the mailing address of which is 2002 Dewar Drive, Rock Springs, Wyoming 82901; by Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees, whose mailing address is 1349 Sage Court, Rock Springs, Wyoming 82901; by Mary Lou Crow, a single person, whose mailing address is 1353 Sage Court, Rock Springs, Wyoming 82901; by William V. Pryich and Idele K. Pryich, husband and wife, whose mailing address is 1357 Sage Court, Rock Springs, Wyoming 82901; by Mortgage Electronic Registration Systems, Inc., a corporation, the mailing address of which is P.O. Box 2026, Flint, Michigan 48501-2026; by Richard P. Roper and Linda Sugano Roper, husband and wife, whose mailing address is 1359 Sage Court, Rock Springs, Wyoming; by Mortgage Electronic Registration Systems, Inc., a corporation, the mailing address of which is P.O. Box 2026, Flint, Michigan 48501-2026; by Helen M. Harris and Michael S. Harris, as joint tenants with rights of survivorship, whose mailing address is 1365 Sage Court, Rock Springs, Wyoming 82901; by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, whose mailing address is P.O. Box 1967, Rock Springs, Wyoming 82902-1967; by Richard W. Walker, a single person, whose mailing address is 1354 Sage Court, Rock Springs, Wyoming 82901; and by Norwest Mortgage, Inc., a corporation, the mailing address of which is 2002 Dewar Drive, Rock Springs, Wyoming 82901; hereinafter collectively referred to as the Undersigned; witnesseth as follows:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, hereinafter referred to as the Declaration, was duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on June 13, 1996, in Book 875, at Pages 1837-1844, concerning that certain real property and premises known and described as:

All of the real property and premises located in the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Thirteen (13), inclusive thereof, as the same is laid down and described on the official Plat thereof, filed of record on March 3, 1994, in Book of Plats at Page 349, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, pursuant to Article XII, Section 2, of the above described Declaration, said Declaration may be changed, modified and amended with the written consent of Ninety Percent (90%) of the record Owners of the above described property, all as more particularly described and provided for in said Declaration; and

WHEREAS, all of the record Owners of the above described property have joined in and consented to this Modification and Amendment of the aforesaid Declaration, as follows:

<u>Record Owners</u>	<u>Property Owned</u>
Peter J. Bunning and Rose George Bunning	Lot One (1)
Richard L. Gibbs and Debera S. Gibbs	Lot Two (2)
Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees	Lot Three (3)
Mary Lou Crow	Lot Four (4)
William V. Pryich and Idele K. Pryich	Lot Five (5)
Richard P. Roper and Linda Sugano Roper	Lot Six (6)
Helen M. Harris, Michael S. Harris and Janet A. Harris	Lot Seven (7)
Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991	Lot Eight (8) Lot Nine (9) Lot Ten (10) Lot Twelve (12) Lot Thirteen (13) Tract A Tract B Common Areas (all property except Lots 1-13, inclusive, and Tracts A and B); and
Richard W. Walker	Lot Eleven (11)

WHEREAS, American National Bank had an interest in Lot One (1) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated September 11, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 17, 2001, in Book 942 at Pages 301-18, which Mortgage was assigned to Central Illinois Bank by Assignment of Mortgage dated September 11, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 17, 2001, in Book 942, Pages 319-20; and

WHEREAS, Wells Fargo Home Mortgage, Inc. has an interest in Lot Two (2) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated May 7, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on May 11, 2001, in Book 936 at Pages 756-774; and

WHEREAS, First Security Bank of Wyoming had an interest in Lot Five (5) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated December 10, 1998 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on

December 15, 1998, in Book 907, at Pages 1430-37, which Mortgage was assigned to Mortgage Electronic Registration Systems, Inc. by Assignment of Mortgage dated February 1, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on February 26, 2001, in Book 933, at Page 484; and

WHEREAS, First Security Bank of Wyoming had an interest in Lot Six (6) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated March 14, 1996 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on March 21, 1996, in Book 873, at Pages 479-485, which Mortgage was assigned to Mortgage Electronic Registration Systems, Inc., by Assignment of Mortgage dated September 6, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 11, 2001, in Book 941, Page 1856; and

WHEREAS, Norwest Mortgage, Inc. has an interest in Lot Eleven (11) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated January 29, 1999 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on January 29, 1999, in Book 909, at Pages 744-750; and

WHEREAS, the Undersigned have consented and agreed to the modification and amendment of the aforesaid Declaration in the following particulars;

NOW, THEREFORE, for and in consideration of the covenants, conditions and restrictions contained in the aforesaid Declaration and herein, and for and in consideration of the premises, the Undersigned do hereby modify and amend the above-described Declaration and that certain Modification And Amendment Of Declaration Of Covenants, Conditions, Restrictions And Easements For The Country Club Villas To The City Of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, as follows:

Paragraph 2 contained in the Modification And Amendment Of Declaration Of Covenants, Conditions, Restrictions And Easements For The Country Club Villas To The City Of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, which reads as follows, shall be deleted in its entirety:

"2. The following new Section 11 shall be added in its entirety to Article IX of the above described Declaration as a part thereof:

Section 11. Occupancy Restrictions. In order to preserve the character of the Property as an adult residential community, occupancy of all of the Lots in the Property shall be restricted as follows: Permanent residents shall be at least Fifty (50) years of age or older, with the following exceptions:

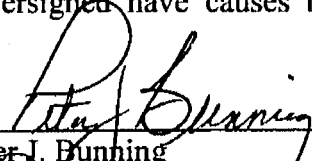
- (a) The spouse of a qualified permanent resident may be a permanent resident regardless of his or her age; and
- (b) The children of a qualified permanent resident who are at least Nineteen (19) years of age or older may permanently reside with qualified permanent residents; and
- (c) Linda M. Sugano Roper and her spouse Richard P. Roper, who are the present record Owners of Lot Six (6), shall be considered as qualified permanent residents for all purposes hereunder for so long as said Owners remain the record

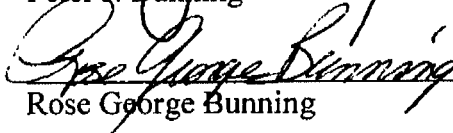


Owners of said Lots, notwithstanding the fact that said Owners do not otherwise qualify under the age restriction noted above; provided, however, that this exception is expressly limited to the aforesaid Owners only and is intended only as a personal benefit to said Owners which is not transferable or assignable by them under any circumstances and is specifically not intended as a benefit to run with the above described Lots."

3. Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.

IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow.


Peter J. Bunning

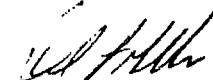

Rose George Bunning


ATTEST:

Central Illinois Bank,

Title: _____

By _____
Title: _____


Richard L. Gibbs

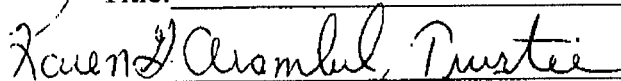

Debera S. Gibbs

ATTEST:

Wells Fargo Home Mortgage, Inc.

Title: _____

By  _____
Title: _____


Karen G. Arambel, Trustee


Margaret R. Espy, Trustee


Mary Lou Crow





RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0238
LORETTA BAILIFF, CLERK of SHEETWATER COUNTY, WY Page 5 of 9

William V. Pryich
William V. Pryich

Idele K. Pryich
Idele K. Pryich

ATTEST:

Mortgage Electronic Registration Systems, Inc.

•
Title: _____

By ☒ _____
Title: _____

Richard P. Roper
Richard P. Roper

Linda Sugano - Roper
Linda Sugano Roper

ATTEST:

Mortgage Electronic Registration Systems, Inc.

•
Title: _____

By ☒ _____
Title: _____

Janet A. Harris By
Helen M. Harris attorney in fact

Helen M. Harris

Helen M. Harris

Michael S. Harris By

Helen M. Harris attorney in fact

Michael S. Harris

☒ Kenneth L. Morgan
Kenneth L. Morgan, Trustee

☒ Lois A. Morgan
Lois A. Morgan, Trustee

Richard W. Walker
Richard W. Walker

ATTEST:

Norwest Mortgage, Inc.

Title: _____

By _____
Title: _____



RECORDED 6/27/2002 AT 09:00 AM REC# 1363778 BK# 0956 PG# 1248
LORETTA BAILIFF, CLERK of SHEETWATER COUNTY, WY Page 5 of 12

The State of Wyoming)
 : SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0231
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 9

The foregoing instrument was acknowledged before me by Peter J. Bunning and Rose George Bunning, husband and wife, this 16 day of JANUARY, 2002.

Witness my hand and official seal.
DONNA R. BARNA • NOTARY PUBLIC
STATE OF WYOMING
MY COMMISSION EXPIRES: September 3, 2002

Donna R. Barna
Notary Public

The State of Illinois)
 : SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Central Illinois Bank his _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

The State of Wyoming)
 : SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Richard L. Gibbs and Debera S. Gibbs, husband and wife, this 15 day of JANUARY, 2002.

Witness my hand and official seal.
DONNA R. BARNA • NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES 9/3/02

September 3, 2002
Donna R. Barna
Notary Public

The State of _____)
 : SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Wells Fargo Home Mortgage, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1249
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 12

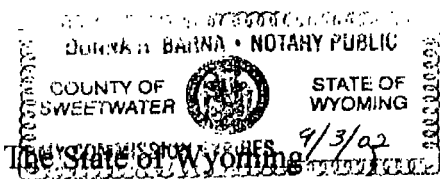
The State of Wyoming)
 : SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355293 BK# 0951 PG# 0232
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 9

The foregoing instrument was acknowledged before me by Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees this 25 day of February, 2002.

Witness my hand and official seal.

My commission expires: September 3, 2002

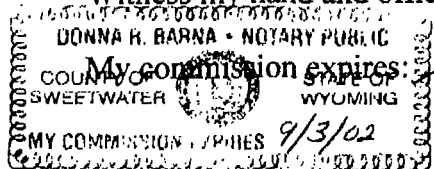


Donna R. Barne
Notary Public

The State of Wyoming)
 : SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Mary Lou Crow, a single person, this 15th day of JANUARY, 2002.

Witness my hand and official seal.

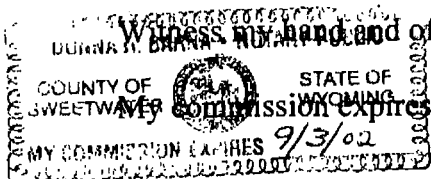


My commission expires: September 3, 2002

Donna R. Barne
Notary Public

The State of Wyoming)
 : SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by William V. Pryich and Idele K. Pryich, husband and wife, this 17th day of JANUARY, 2002.



Witness my hand and official seal.

My commission expires: September 3, 2002

Donna R. Barne
Notary Public

The State of Michigan)
 : SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Mortgage Electronic Registration Systems, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires: _____

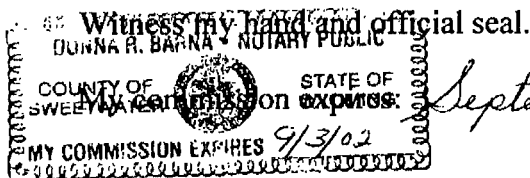
Notary Public

RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1250
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 12

The State of Wyoming)
 : SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0233
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 9

The foregoing instrument was acknowledged before me by Richard P. Roper and Linda Sugano Roper, husband and wife, this 16 day of JANUARY, 2002.



September 3, 2002
Donna R. Barna
Notary Public

The State of _____)
 : SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Mortgage Electronic Registration Systems, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

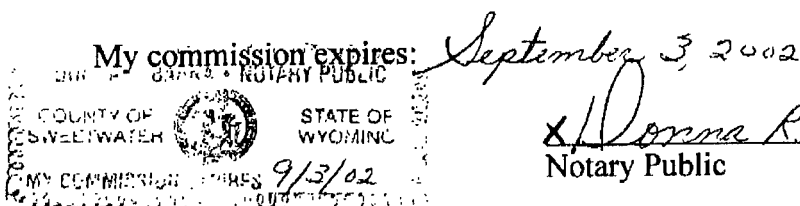
My commission expires:

Notary Public

The State of Wyoming)
 : SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Helen M. Harris, a single person, this 16 day of JANUARY, 2002.

Witness my hand and official seal.



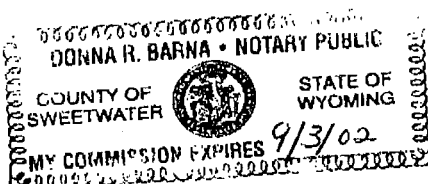
Donna R. Barna
Notary Public

The State of Wyoming)
 : SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Michael S. Harris, a married person, this 20th day of FEBRUARY, 2002.
And Helen M. Harris as Attorney in fact for Janet A. Harris,

Witness my hand and official seal.

My commission expires: September 3, 2002



Donna R. Barna
Notary Public


RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1251
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 12

RECORDED 3/01/2002 AT 10:35 AM REC# 1355263 BK# 0951 PG# 0234
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 9

Witness my hand and official seal.

August 28, 2005

Whessa M. Sangster

 **REBECCA M. SANGSTER**
Notary Public - Arizona
Pima County
My Commission Expires
August 28, 2005

Witness my hand and official seal.

My commission expires:

September 3, 2002

x Donna R Bacca

The foregoing instrument was acknowledged before me by _____
_____ of Norwest Mortgage, Inc. this _____ day
_____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1252
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 12

Loan #: 685-2909243 Sugano

Consent of Lienholder

Wells Fargo Home Mortgage, Inc., a California Corporation ("Lienholder"), hereby consents to the grant of the foregoing Second Modification and Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming.

SIGNED AND EXECUTED this 17th day of May, 2002.

Mortgage Electronic Registration Systems, Inc.

By: Edward A. DeBus
Edward A. DeBus, Vice President

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Edward A. DeBus, Vice President, of Wells Fargo Home Mortgage, Inc., a California corporation, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of May, 2002.

Amanda J. Remines
Notary Public

My commission expires: AMANDA J. REMINES
NOTARY PUBLIC STATE OF MARYLAND
County of Frederick
My Commission Expires May 3, 2005

RECORDED 6/27/2002 AT 09 00 AM REC# 1363770 BK# 0956 PG# 1253
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 12

Loan #: 685-2919584 Pryich

Consent of Lienholder

Wells Fargo Home Mortgage, Inc., a California Corporation ("Lienholder"), hereby consents to the grant of the foregoing Second Modification and Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming.

SIGNED AND EXECUTED this 17th day of May, 2002.

Mortgage Electronic Registration Systems, Inc.

By: Edward A. DeBus
Edward A. DeBus, Vice President

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Edward A. DeBus, Vice President, of Wells Fargo Home Mortgage, Inc., a California corporation, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of May, 2002.

Amanda J. Remines
Notary Public

My commission expires:

AMANDA J. REMINES
NOTARY PUBLIC STATE OF MARYLAND
County of Frederick
My Commission Expires May 3, 2005



RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1254
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 11 of 12

Loan #: 472-8638631 Gibbs

Consent of Lienholder

Wells Fargo Home Mortgage, Inc., a California Corporation ("Lienholder"), hereby consents to the grant of the foregoing Second Modification and Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming.

SIGNED AND EXECUTED this 17th day of May, 2002.

Wells Fargo Home Mortgage, Inc.

By: Edward A. DeBus
Edward A. DeBus, Vice President

STATE of MARYLAND

COUNTY of FREDERICK

BEFORE ME, the undersigned authority, on this day personally appeared Edward A. DeBus, Vice President, of Wells Fargo Home Mortgage, Inc., a California corporation, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 17th day of May, 2002.

Amanda J. Remines
Notary Public

My commission expires:

AMANDA J. REMINES
NOTARY PUBLIC STATE OF MARYLAND
County of Frederick
My Commission Expires May 3, 2005



RECORDED 6/27/2002 AT 09:00 AM REC# 1363770 BK# 0956 PG# 1255
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 12 of 12

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**SECOND MODIFICATION AND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE COUNTRY CLUB VILLAS TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING**

THIS MODIFICATION AND AMENDMENT made and entered into this 15th day of JANUARY, 2002, by Peter J. Bunning and Rose George Bunning, husband and wife, whose mailing address is 1341 Sage Court, Rock Springs, Wyoming 82901; by Central Illinois Bank, an Illinois banking corporation, the mailing address of which is 1801 E. Empire Street, Suite 2, Bloomington, Illinois 61704; by Richard L. Gibbs and Debera S. Gibbs, husband and wife, whose mailing address is 1345 Sage Court, Rock Springs, Wyoming 82901; by Wells Fargo Home Mortgage, Inc., a Wyoming banking corporation, the mailing address of which is 2002 Dewar Drive, Rock Springs, Wyoming 82901; by Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees, whose mailing address is 1349 Sage Court, Rock Springs, Wyoming 82901; by Mary Lou Crow, a single person, whose mailing address is 1353 Sage Court, Rock Springs, Wyoming 82901; by William V. Pryich and Idele K. Pryich, husband and wife, whose mailing address is 1357 Sage Court, Rock Springs, Wyoming 82901; by Mortgage Electronic Registration Systems, Inc., a corporation, the mailing address of which is P.O. Box 2026, Flint, Michigan 48501-2026; by Richard P. Roper and Linda Sugano Roper, husband and wife, whose mailing address is 1359 Sage Court, Rock Springs, Wyoming; by Mortgage Electronic Registration Systems, Inc., a corporation, the mailing address of which is P.O. Box 2026, Flint, Michigan 48501-2026; by Helen M. Harris and Michael S. Harris, as joint tenants with rights of survivorship, whose mailing address is 1365 Sage Court, Rock Springs, Wyoming 82901; by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, whose mailing address is P.O. Box 1967, Rock Springs, Wyoming 82902-1967; by Richard W. Walker, a single person, whose mailing address is 1354 Sage Court, Rock Springs, Wyoming 82901; and by Norwest Mortgage, Inc., a corporation, the mailing address of which is 2002 Dewar Drive, Rock Springs, Wyoming 82901; hereinafter collectively referred to as the Undersigned; witnesseth as follows:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, hereinafter referred to as the Declaration, was duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on June 13, 1996, in Book 875, at Pages 1837-1844, concerning that certain real property and premises known and described as:

All of the real property and premises located in the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Thirteen (13), inclusive thereof, as the same is laid down and described on the official Plat thereof, filed of record on March 3, 1994, in Book of Plats at Page 349, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, pursuant to Article XII, Section 2, of the above described Declaration, said Declaration may be changed, modified and amended with the written consent of Ninety Percent (90%) of the record Owners of the above described property, all as more particularly described and provided for in said Declaration; and



WHEREAS, all of the record Owners of the above described property have joined in and consented to this Modification and Amendment of the aforesaid Declaration, as follows:

<u>Record Owners</u>	<u>Property Owned</u>
Peter J. Bunning and Rose George Bunning	Lot One (1)
Richard L. Gibbs and Debera S. Gibbs	Lot Two (2)
Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees	Lot Three (3)
Mary Lou Crow	Lot Four (4)
William V. Pryich and Idele K. Pryich	Lot Five (5)
Richard P. Roper and Linda Sugano Roper	Lot Six (6)
Helen M. Harris, Michael S. Harris and Janet A. Harris	Lot Seven (7)
Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991	Lot Eight (8) Lot Nine (9) Lot Ten (10) Lot Twelve (12) Lot Thirteen (13) Tract A Tract B Common Areas (all property except Lots 1-13, inclusive, and Tracts A and B); and
Richard W. Walker	Lot Eleven (11)

WHEREAS, American National Bank had an interest in Lot One (1) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated September 11, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 17, 2001, in Book 942 at Pages 301-18, which Mortgage was assigned to Central Illinois Bank by Assignment of Mortgage dated September 11, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 17, 2001, in Book 942, Pages 319-20; and

WHEREAS, Wells Fargo Home Mortgage, Inc. has an interest in Lot Two (2) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated May 7, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on May 11, 2001, in Book 936 at Pages 756-774; and

WHEREAS, First Security Bank of Wyoming had an interest in Lot Five (5) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated December 10, 1998 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on



December 15, 1998, in Book 907, at Pages 1430-37, which Mortgage was assigned to Mortgage Electronic Registration Systems, Inc. by Assignment of Mortgage dated February 1, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on February 26, 2001, in Book 933, at Page 484; and

WHEREAS, First Security Bank of Wyoming had an interest in Lot Six (6) described above, being the previous Mortgagee of record of said property, pursuant to that certain Mortgage dated March 14, 1996 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on March 21, 1996, in Book 873, at Pages 479-485, which Mortgage was assigned to Mortgage Electronic Registration Systems, Inc., by Assignment of Mortgage dated September 6, 2001 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on September 11, 2001, in Book 941, Page 1856; and

WHEREAS, Norwest Mortgage, Inc. has an interest in Lot Eleven (11) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated January 29, 1999 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on January 29, 1999, in Book 909, at Pages 744-750; and

WHEREAS, the Undersigned have consented and agreed to the modification and amendment of the aforesaid Declaration in the following particulars;

NOW, THEREFORE, for and in consideration of the covenants, conditions and restrictions contained in the aforesaid Declaration and herein, and for and in consideration of the premises, the Undersigned do hereby modify and amend the above-described Declaration and that certain Modification And Amendment Of Declaration Of Covenants, Conditions, Restrictions And Easements For The Country Club Villas To The City Of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, as follows:

Paragraph 2 contained in the Modification And Amendment Of Declaration Of Covenants, Conditions, Restrictions And Easements For The Country Club Villas To The City Of Rock Springs, Sweetwater County, Wyoming, dated May 30, 1996, which reads as follows, shall be deleted in its entirety:

"2. The following new Section 11 shall be added in its entirety to Article IX of the above described Declaration as a part thereof:

Section 11. Occupancy Restrictions. In order to preserve the character of the Property as an adult residential community, occupancy of all of the Lots in the Property shall be restricted as follows: Permanent residents shall be at least Fifty (50) years of age or older, with the following exceptions:

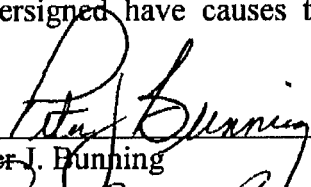
- (a) The spouse of a qualified permanent resident may be a permanent resident regardless of his or her age; and
- (b) The children of a qualified permanent resident who are at least Nineteen (19) years of age or older may permanently reside with qualified permanent residents; and
- (c) Linda M. Sugano Roper and her spouse Richard P. Roper, who are the present record Owners of Lot Six (6), shall be considered as qualified permanent residents for all purposes hereunder for so long as said Owners remain the record



Owners of said Lots, notwithstanding the fact that said Owners do not otherwise qualify under the age restriction noted above; provided, however, that this exception is expressly limited to the aforesaid Owners only and is intended only as a personal benefit to said Owners which is not transferable or assignable by them under any circumstances and is specifically not intended as a benefit to run with the above described Lots."

3. Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.

IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow.


Peter J. Bunning

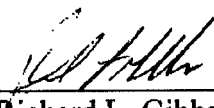

Rose George Bunning

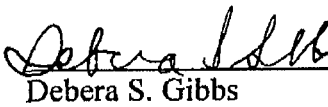
ATTEST:

Central Illinois Bank,

Title: _____

By _____
Title: _____


Richard L. Gibbs

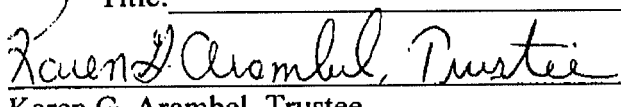

Debera S. Gibbs

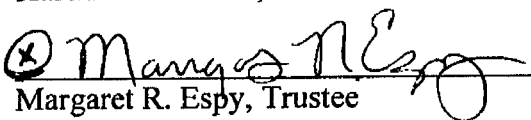
ATTEST:

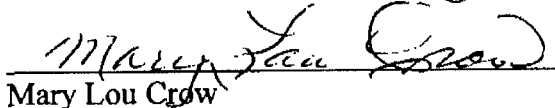
Wells Fargo Home Mortgage, Inc.

Title: _____

By _____
Title: _____


Karen G. Arambel, Trustee


Margaret R. Espy, Trustee


Mary Lou Crow



William V. Pryich
William V. Pryich

Idele K. Pryich
Idele K. Pryich

ATTEST:

Mortgage Electronic Registration Systems, Inc.

Title: _____

By _____
Title: _____

Richard P. Roper
Richard P. Roper

Linda Sugano - Roper
Linda Sugano Roper

ATTEST:

Mortgage Electronic Registration Systems, Inc.

Title: _____

By _____
Title: _____

Janet A. Harris By
Helen M. Harris attorney in fact

Helen M. Harris
Helen M. Harris

Michael S. Harris By
Helen M. Harris attorney in fact
Michael S. Harris

X Kenneth L. Morgan
Kenneth L. Morgan, Trustee

X Lois A. Morgan
Lois A. Morgan, Trustee

Richard W. Walker
Richard W. Walker

ATTEST:

Norwest Mortgage, Inc.

Title: _____

By _____
Title: _____

The State of Wyoming)
: SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355263 BK# 0951 PG# 0231
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 9

The foregoing instrument was acknowledged before me by Peter J. Bunning and Rose George Bunning, husband and wife, this 16 day of JANUARY, 2002.

WITNESS my hand and official seal.
DONNA R. BARNA • NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES: September 3, 2002

x Donna R. Barna
Notary Public

The State of Illinois)
: SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Central Illinois Bank his _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

The State of Wyoming)
: SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Richard L. Gibbs and Debera S. Gibbs, husband and wife, this 15 day of JANUARY, 2002.

WITNESS my hand and official seal.
DONNA R. BARNA • NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES: 9/3/02

September 3, 2002
x Donna R. Barna
Notary Public

The State of _____)
: SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Wells Fargo Home Mortgage, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

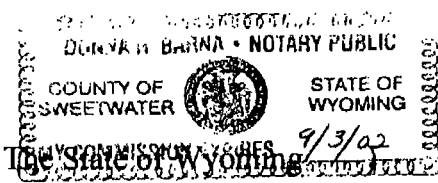
The State of Wyoming)
: SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0232
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 9

The foregoing instrument was acknowledged before me by Karen G. Arambel Trust of March 27, 1996, Karen G. Arambel and Margaret R. Espy, Trustees this 25 day of February, 2002.

Witness my hand and official seal.

My commission expires: September 3, 2002

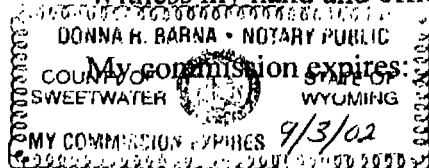


Donna R. Barna
Notary Public

County of Sweetwater)

The foregoing instrument was acknowledged before me by Mary Lou Crow, a single person, this 15th day of JANUARY, 2002.

Witness my hand and official seal.

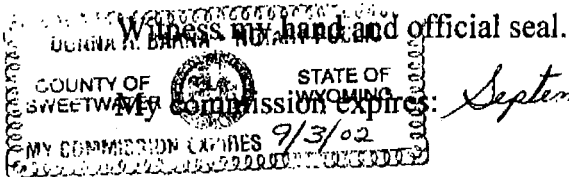


September 3, 2002

Donna R. Barna
Notary Public

The State of Wyoming)
: SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by William V. Pryich and Idele K. Pryich, husband and wife, this 17th day of JANUARY, 2002.



September 3, 2002

Donna R. Barna
Notary Public

The State of Michigan)
: SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Mortgage Electronic Registration Systems, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

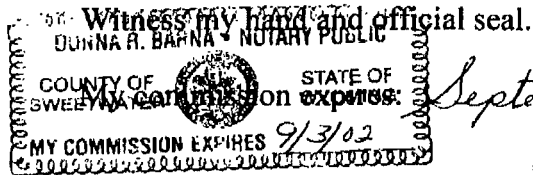
My commission expires:

Notary Public

The State of Wyoming)
: SS.
County of Sweetwater)

RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0233
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 9

The foregoing instrument was acknowledged before me by Richard P. Roper and Linda Sugano Roper, husband and wife, this 16 day of JANUARY, 2002.



September 3, 2002
Donna R. Barna
Notary Public

The State of _____)
: SS.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Mortgage Electronic Registration Systems, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

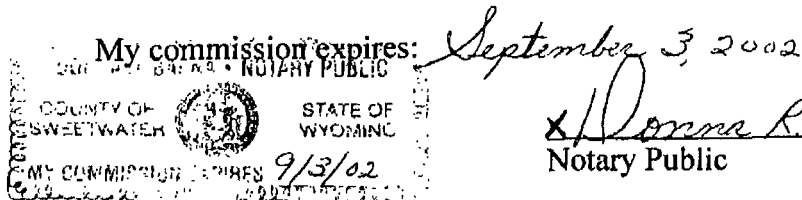
My commission expires:

Notary Public

The State of Wyoming)
: SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Helen M. Harris, a single person, this 16 day of JANUARY, 2002.

Witness my hand and official seal.



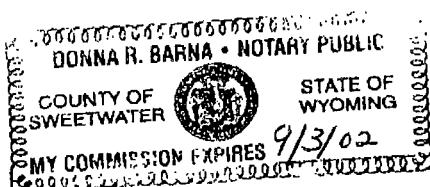
Donna R. Barna
Notary Public

The State of Wyoming)
: SS.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Michael S. Harris, a married person, this 20th day of FEBRUARY, 2002.

And HELEN M. HARRIS AS ATTORNEY IN FACT FOR JANET A. HARRIS,
Witness my hand and official seal.

My commission expires: September 3, 2002



Donna R. Barna
Notary Public

The State of Arizona)
Pima)
County of Sweetwater) : SS.

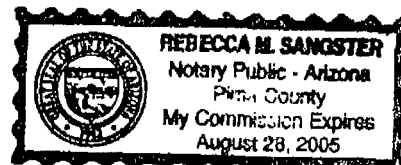
RECORDED 3/01/2002 AT 10:35 AM REC# 1355283 BK# 0951 PG# 0234
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 9

The foregoing instrument was acknowledged before me by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, this 14 day of February, 2002.

Witness my hand and official seal.

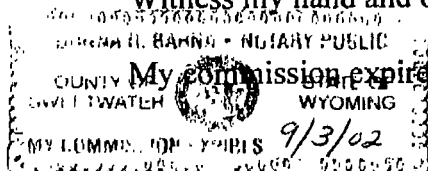
My commission expires: August 28, 2005
Rebecca M. Sangster
Notary Public

The State of Wyoming)
County of Sweetwater) : SS.



The foregoing instrument was acknowledged before me by Richard W. Walker, a single person, this 15th day of JANUARY, 2002.

Witness my hand and official seal.



My commission expires: September 3, 2002

Donna R. Baena
Notary Public

The State of _____)
County of _____) : SS.

The foregoing instrument was acknowledged before me by _____ of Norwest Mortgage, Inc. this _____ day of _____, 2002.

Witness my hand and official seal.

My commission expires:

Notary Public

2

MODIFICATION AND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE COUNTRY CLUB VILLAS TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

THIS MODIFICATION AND AMENDMENT made and entered into this 30 day of MAY, 1996, by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, whose mailing address is 1341 Sage Court, Rock Springs, Wyoming 82901; by G. Thomas Laskowski, d/b/a Laskowski Construction, and his wife, Janice R. Laskowski, whose mailing address is 555 Lombard, Green River, Wyoming 82935; by David W. Keiser and Joanie M. Keiser, husband and wife, whose mailing address is 1345 Sage Court, Rock Springs, Wyoming 82901; by Countrywide Funding Corporation, a corporation, the mailing address of which is 155 North Lake Avenue, Pasadena, California 91109; by Karen G. Arambel, a single person, whose mailing address is 1349 Sage Court, Rock Springs, Wyoming 82901; by Sanford K. Smith, a single person, whose mailing address is 1353 Sage Court, Rock Springs, Wyoming 82901; by William V. Pryich and Idele K. Pryich, husband and wife, whose mailing address is 1357 Sage Court, Rock Springs, Wyoming 82901; by North Side State Bank of Rock Springs, Wyo., a Wyoming banking corporation, the mailing address of which is P. O. Box 820, Rock Springs, Wyoming 82902; by Linda M. Sugano, a single person, whose mailing address is 1359 Sage Court, Rock Springs, Wyoming 82901; by First Security Bank of Wyoming, a corporation, the mailing address of which is P. O. Box 1319, Rock Springs, Wyoming 82902; by Helen M. Harris, a single person, whose mailing address is 1365 Sage Court, Rock Springs, Wyoming 82901; and by Michael S. Harris and Janet A. Harris, husband and wife, whose mailing address is 1365 Sage Court, Rock Springs, Wyoming 82901; hereinafter collectively referred to as the Undersigned; witnesseth as follows:

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming, dated October 28, 1994, hereinafter referred to as the Declaration, was duly recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on October 28, 1994, in Book 857, at Pages 374-395, concerning that certain real property and premises known and described as:

All of the real property and premises located in the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Thirteen (13), inclusive, thereof, as the same is laid down and described on the official Plat thereof, filed of record on March 3, 1994, in Book of Plats at Page 349, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, pursuant to Article XII, Section 2, of the above described Declaration, said Declaration may be changed, modified and amended with the written consent of Ninety Percent (90%) of the record Owners of the above described property, all as more particularly described and provided for in said Declaration; and

WHEREAS, all of the record Owners of the above described property have joined in and consented to this Modification and Amendment of the aforesaid Declaration, as follows:

<u>Record Owners</u>	<u>Property Owned</u>
Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991	Lot One (1) Lot Eight (8) Lot Nine (9) Lot Ten (10) Lot Eleven (11) Lot Twelve (12) Lot Thirteen (13) Tract A Tract B Common Areas (all property except Lots 1-13, inclusive, and Tracts A and B)
David W. Keiser and Joanie M. Keiser	Lot Two (2)
Karen G. Arambel	Lot Three (3)
Sanford K. Smith	Lot Four (4)
William V. Pryich and Idele K. Pryich	Lot Five (5)
Linda M. Sugano	Lot Six (6)
Helen M. Harris, Michael S. Harris and Janet A. Harris	Lot Seven (7); and

WHEREAS, Countrywide Funding Corporation has an interest in Lot Two (2) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated October 31, 1994 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on November 1, 1994, in Book 857, at Pages 774-782, issued to First Security Bank of Wyoming, which Mortgage was assigned to Countrywide Funding Corporation by Assignment of Mortgage dated October 31, 1994 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on November 1, 1994, in Book 857, at Page 783; and

WHEREAS, North Side State Bank of Rock Springs, Wyo. has an interest in Lot Five (5) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated May 9, 1996 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on May 9, 1996, in Book 874, at Pages 1538-1540; and

WHEREAS, First Security Bank of Wyoming has an interest in Lot Six (6) described above, being the present Mortgagee of record of said property, pursuant to that certain Mortgage dated March 14, 1996 and recorded of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on March 21, 1996, in Book 873, at Pages 479-485; and

WHEREAS, G. Thomas Laskowski, d/b/a Laskowski Construction, and his wife, Janice R. Laskowski, not being present record Owners of the above described property, have joined in this instrument as the developer Declarant and his spouse; and

WHEREAS, the Undersigned have consented and agreed to the modification and amendment of the aforesaid Declaration in the following particulars;

NOW, THEREFORE, for and in consideration of the covenants, conditions and restrictions contained in the aforesaid Declaration and herein, and for and in consideration of the premises, the Undersigned do hereby modify and amend the above described Declaration as follows:

1. The first sentence of Section 3, entitled "Association", contained in Article I on Page 2 of the above described Declaration shall be modified and amended to henceforth provide as follows, with all of the remaining provisions in said Section 3 to continue in full force and effect as originally stated:

Association shall mean and refer to The Villas Homeowners Association, Inc., a Wyoming Nonprofit Corporation, its successors and assigns.

2. The following new Section 11 shall be added in its entirety to Article IX of the above described Declaration as a part thereof:

Section 11. Occupancy Restrictions. In order to preserve the character of the Property as an adult residential community, occupancy of all of the Lots in the Property shall be restricted as follows: Permanent residents shall be at least Fifty (50) years of age or older, with the following exceptions:

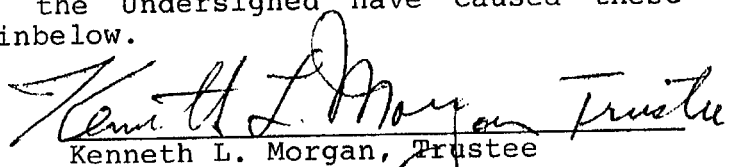
(a) The spouse of a qualified permanent resident may be a permanent resident regardless of his or her age; and

(b) The children of a qualified permanent resident who are at least Nineteen (19) years of age or older may permanently reside with qualified permanent residents; and

(c) Sanford K. Smith, who is the present record Owner of Lot Four (4), and Linda M. Sugano, who is the present record Owner of Lot Six (6), shall be considered as qualified permanent residents for all purposes hereunder for so long as said Owners remain the record Owners of said Lots, notwithstanding the fact that said Owners do not otherwise qualify under the age restriction noted above; provided, however, that this exception is expressly limited to the aforesaid Owners only and is intended only as a personal benefit to said Owners which is not transferable or assignable by them under any circumstances and is specifically not intended as a benefit to run with the above described Lots.

3. Other than as expressly set forth herein, all of the other terms and provisions set forth in the above described Declaration shall be and remain in full force and effect as originally stated in said Declaration.

IN WITNESS WHEREOF, the Undersigned have caused these presents to be executed hereinbelow.


Kenneth L. Morgan, Trustee


Lois A. Morgan, Trustee

RECORDED 6/13/1996 AT 11:30 AM RECEIVING# 1216287
BOOK 8875 PAGE# 1839 Page 3 of 8
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WYOMING

G. Thomas Laskowski
G. Thomas Laskowski

Janice R. Laskowski
Janice R. Laskowski

David W. Keiser

Joanie M. Keiser

ATTEST:

Countrywide Funding Corporation

Title: _____

By _____

Title: _____

Karen G. Arambel
Karen G. Arambel

Sanford K. Smith
Sanford K. Smith

William V. Pryich
William V. Pryich

Idel K. Pryich
Idel K. Pryich

ATTEST:

North Side State Bank of Rock
Springs, Wyo.

Chris M. Bunning
Title: Secretary-Treasurer

By _____

William V. Pryich
Title: Executive Vice President

Linda M. Sugano
Linda M. Sugano

ATTEST:

First Security Bank of Wyoming

Holly Michaelis
Title: President

By _____

Michael S. Harris
Title: VICE PRESIDENT

Helen M. Harris
Helen M. Harris

Michael S. Harris
Michael S. Harris

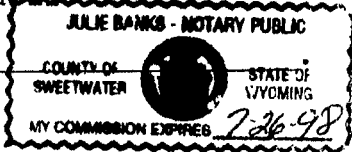
Janet A. Harris
Janet A. Harris

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, this 30 day of May, 1996.

Witness my hand and official seal.

Julie Banks
Notary Public
My Commission Expires: 7-26-98

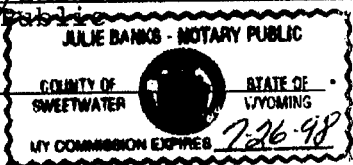


The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by G. Thomas Laskowski and Janice R. Laskowski this 30 day of May, 1996.

Witness my hand and official seal.

Julie Banks
Notary Public
My Commission Expires: 7-26-98



The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by David W. Keiser and Joanie M. Keiser this _____ day of _____, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

State of _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me by _____ of Countrywide Funding Corporation this _____ day of _____, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____.

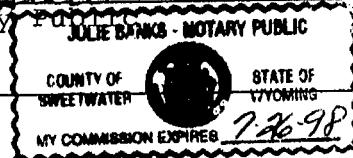
The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Karen G. Arambel this 30 day of May, 1996.

Witness my hand and official seal.

Notary Public

My Commission Expires: 7-26-98



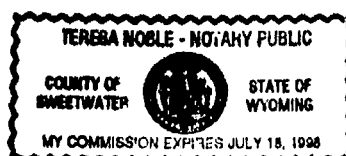
The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Sanford K. Smith this 29th day of May, 1996.

Witness my hand and official seal.

Notary Public

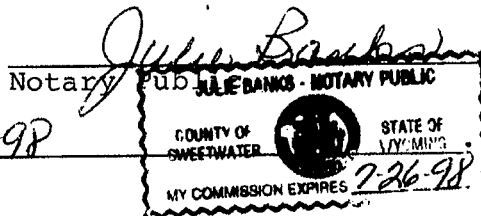
My Commission Expires: 7-18-98



The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by William V. Pryich and Idele K. Pryich this 30 day of May, 1996.

Witness my hand and official seal.

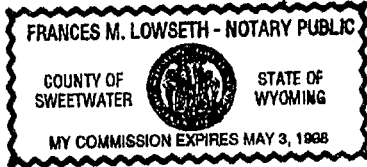


My Commission Expires: 7-26-98

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by William D. Fabiano of North Side State Bank of Rock Springs, Wyo. this 10th day of June, 1996.

Witness my hand and official seal.



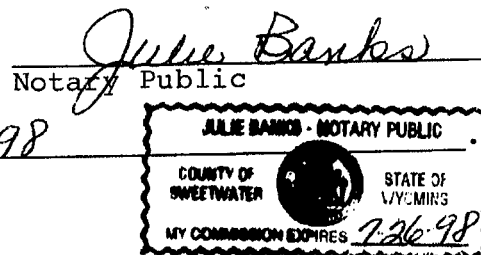
Frances M. Lowseth
Notary Public

My Commission Expires: 05-03-98

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Linda M. Sugano this 30 day of May, 1996.

Witness my hand and official seal.

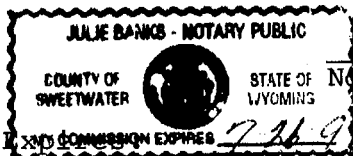


My Commission Expires: 7-26-98

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by
one [unclear] of First Security Bank of
Wyoming this 6 day of June, 1996.

Witness my hand and official seal.

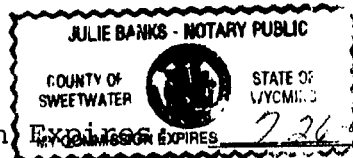


Notary Public Julie Banks
My Commission Expires 7-26-98.

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by
Helen M. Harris this 11 day of June, 1996.

Witness my hand and official seal.



Notary Public Julie Banks
My Commission Expires 7-26-98.

State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by
Michael S. Harris and Janet A. Harris this 11 day of
June, 1996.

Witness my hand and official seal.



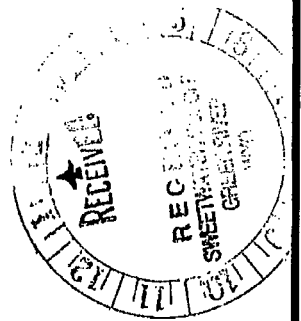
Notary Public Julie Banks
My Commission Expires 7-26-98.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR THE COUNTRY CLUB VILLAS TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS made and executed this 28th day of October, 1994, by Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, and G. Thomas Laskowski, d/b/a Laskowski Construction, hereinafter collectively referred to as Declarant, and Janice R. Laskowski, the spouse of said G. Thomas Laskowski, all of Sweetwater County, Wyoming, witnesseth as follows:

WHEREAS, Declarant is the owner of the following described real property and premises, hereinafter referred to as the Property, situate in the County of Sweetwater, State of Wyoming, to-wit:

All of the real property and premises located in the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Thirteen (13), inclusive, thereof, as the same is laid down and described on the official Plat thereof, filed of record on March 3, 1994, in Book of Plats at Page 349, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and



WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Property for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall be held, sold, transferred, conveyed, possessed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Property and which shall be binding upon and inure to the benefit of each Owner thereof and their successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Declaration. Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements and all amendments thereto.

Section 2. Declarant. Declarant shall mean and refer to Kenneth L. Morgan and Lois A. Morgan, Trustees of the Revocable Trust of Kenneth L. Morgan and Lois A. Morgan of November 7, 1991, and/or G. Thomas Laskowski, d/b/a Laskowski Construction, and their successors and assigns so designated in writing.

RECORDED	OCT 28 1994	AT 1:35 PM
IN BOOK	857	PAGE 374-95
NO.	1175920	ALBERT L. VANDER GRIFFIN CLERK

Section 3. Association. Association shall mean and refer to Country Club Villas Homeowners Association, Inc., a Wyoming Nonprofit Corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its Officers. The Association shall be delegated and assigned the duties and powers of owning, controlling and administering all or various portions of the Property and of administering and enforcing the terms and provisions of this Declaration, specifically including the collection, disbursement and accounting of the assessments and charges set forth in said Declaration.

Section 4. Board. Board shall mean and refer to the Board of Directors of the Association.

Section 5. Property. Property shall mean and refer to the following described real property and premises, situate in the County of Sweetwater, State of Wyoming, to-wit:

All of the real property and premises located in the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, including, but not limited to, Lots One (1) through Thirteen (13), inclusive, thereof, as the same is laid down and described on the official Plat thereof, filed of record on March 3, 1994, in Book of Plats at Page 349, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

Section 6. Plat. Plat shall mean and refer to the subdivision Final Plat for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming, which was filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on the 3rd day of March, 1994, in Book of Plats at Page 349.

Section 7. Lot. Lot shall mean and refer to any of the separately designated and identified platted Lots as shown on the Plat for the Country Club Villas, including the structures located on any such platted Lot and the appurtenances situate thereon and appertaining thereto, specifically excepting therefrom all of the Common Areas.

Section 8. Common Areas. Common Areas shall mean and refer to all of the Property, excepting therefrom those portions of said Property separately designated and identified as Lots on the Plat for the Country Club Villas. All of the Common Areas shall be owned by the Association for the common use and enjoyment of the Owners.

Section 9. Owner. Owner shall mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest in any Lot, including Declarant and including contract sellers and contract purchasers, as may be designated in the contract documents, but excluding any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Lot, then, retroactive to the date

of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including, without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

Section 10. Class I Lot. Class I Lot shall mean and refer to any Lot owned by any Owner other than Declarant.

Section 11. Class II Lot. Class II Lot shall mean and refer to any Lot owned by Declarant.

Section 12. Party Wall. Party Wall shall mean and refer to any dividing wall or side yard fence which is built as a part of the original construction of the structures and appurtenances on the Lots, or as a subsequent restoration, repair or replacement of such original construction, and which is placed on the dividing Lot line between such Lots.

Section 13. Party Wall Owner. Party Wall Owner shall mean and refer to the Owner of a Lot which is separated from another Lot by a Party Wall. If more than one Owner owns a Lot which is separated from another Lot by a Party Wall, then all of such owners shall collectively be the Party Wall Owner for such Lot.

Section 14. Mortgage. Mortgage shall mean and refer to any first mortgage, deed of trust or other document pledging a Lot as security for the payment of a debt or obligation.

Section 15. Mortgagee. Mortgagee shall mean and refer to any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREAS

Section 1. Easements of Use, Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of use and enjoyment in and to the Common Areas and a right and easement of ingress and egress upon, through, over and across the Common Areas for the purpose of getting to and from such Owner's Lot, which rights and easements shall be appurtenant to and pass with the conveyance of title to the Owner's lot; provided, however, that such rights and easements shall be subject to the following:

(a) The covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration or contained in the Plat of the Property or contained in other instruments and documents of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and

(b) The right of the Association to dedicate or otherwise transfer, convey or assign all or any part of the Common Areas, or grant easements or any other interest therein or any facility

located thereon, to any public agency, public authority or utility company for such purposes and subject to such conditions as may be agreed to in the instrument or instruments evidencing such dedication or transfer, conveyance or assignment; provided, however, that any such dedication or transfer, conveyance or assignment shall require the approval of at least two-thirds (2/3) of the Class I Voting Membership, and the approval of the Class II Voting Membership, if any, as hereinafter described; such approvals to be reflected in an instrument recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and

(c) The right of the Association to adopt, from time to time, rules and regulations concerning pedestrian and vehicular traffic and travel upon, in, across and through the Common Areas; and

(d) The right of the Association to adopt, from time to time, reasonable rules and regulations concerning use of the Common Areas as the Association may determine as necessary or prudent.

Section 2. Delegation of Use. Every Owner shall have the right, subject to rules and regulations promulgated by the Association and the terms and provisions set forth in this Declaration, to extend the rights and easement vested in such Owner pursuant to Section 1 hereof and to delegate the same to such Owner's family members, guests, invitees, tenants, lessees, contract purchasers, employees and agents and to such other persons as may be permitted by the Association.

Section 3. Conveyance of Common Areas. Declarant shall convey fee simple title to the Common Areas within the Property to the Association within a reasonable period of time after the recordation of this Declaration in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

Section 4. Form of Conveyancing. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering the title to any Lot shall describe the interest or estate involved substantially as follows:

Lot _____ (____) of the Final Plat of the Country Club Villas (includes the resubdivision of a portion of Block One (1), Kimberly 2nd Addition) to the City of Rock Springs, Sweetwater County, Wyoming, as the same is identified in the Plat recorded in Book of Plats at Page 349, and in the Declaration of Covenants, Conditions, Restrictions and Easements for the Country Club Villas to the City of Rock Springs, Sweetwater County, Wyoming, recorded in Book 857 at Pages 374 - 395 in the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, including specifically: (i) a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions, Restrictions and Easements; and (ii) all other rights and easements granted in

conjunction with the ownership of the aforesaid Lot pursuant to the terms and provisions of said Declaration of Covenants, Conditions, Restrictions and Easements.

Whether or not the description contained in any such instrument is in the above-described form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from fee simple title ownership of such Lot.

Section 2. Present Status of Lots. As of the date of execution of this Declaration, Declarant is the Owner of all Lots within the Property.

Section 3. Classes of Voting Membership. Subject to the following Section 4, the Association shall have two classes of voting membership whose voting rights shall be as follows:

(a) Class I Voting Membership. The first class of voting membership shall be known as Class I Voting Membership and shall be comprised of all Owners of Class I Lots. Each Owner of a Class I Lot shall be entitled to One (1) vote. Whenever more than one person is an Owner of a particular Class I Lot, all of the Owners of such Class I Lot shall be members of the Association and the vote applicable to such Class I Lot shall be exercised as such Owners may among themselves determine, but in no event shall more than one vote be cast with respect to each Class I Lot; and

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

Section 4. Termination of Class II Voting Membership. Upon the happening of either of the events set forth below, whichever first occurs, the Class II Voting Membership shall terminate and the Association shall thereafter have one class of voting membership, which shall be Class I membership. Thereafter, all Owners, including Declarant, shall be entitled to One (1) vote for each Lot owned. Such events are as follows:

(a) When the total votes outstanding in the Class I Voting Membership equal or exceed the total votes outstanding in the Class II Voting Membership, calculated at Three (3) votes per Lot as set forth above; or

(b) On such date as Declarant shall voluntarily relinquish Declarant's Class II Voting Membership in writing.

Section 5. Owner's Address for Notices. Unless an Owner shall have notified the Association by registered or certified mail of a different address, any notice required to be given, or otherwise given, by the Association under this Declaration to any Owner may be mailed to such Owner in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Lot shown upon the Association's records as being owned by such Owner. A notice in accordance with the foregoing will be deemed to have been given by the Association on the date that it is mailed.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant of Personal Obligation of Assessments. Every Owner of a Lot, by acceptance of the deed or other instrument of conveyance thereof, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) annual assessments, (b) special assessments, and (c) default assessments applicable to such Lot; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Areas or by abandonment or leasing of such Owner's Lot.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used, as determined in the sole discretion of the Board from time to time, exclusively for the purpose of promoting the health, safety, convenience and general welfare of the Owners, including the improvement, repair and maintenance of the Common Areas. Proper uses of the assessments levied by the Association may include, but are not mandatory or limited to, the following:

(a) General and administrative expenses, such as banking fees, accounting fees, legal fees, property taxes, insurance, corporation fees and the like;

(b) Expenses for maintenance and repair, such as trash removal, grounds maintenance, snow removal, landscape maintenance, building maintenance, fencing maintenance, street maintenance and the like;

(c) Charges and fees for utility services, and the like; and

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

It shall be the responsibility of each Owner to provide all improvement, repair, maintenance and other services to such Owner's Lot to the extent the same are not otherwise provided by the Association hereunder, at any time.

Section 3. Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of each year, and regular assessments shall be payable in equal monthly installments, unless the Board adopts some other basis for collection. Provided, however, that the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Lot to a purchaser, specifically excluding transfers and sales between the parties named above as Declarant, is closed and the conveyance thereof is recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming and shall terminate on December 31 of the year in which such initial sale is closed and recorded. Unless the Board adopts some other basis for collection, the first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the calendar year and shall be payable in equal monthly installments.

Section 4. Amount of Annual Assessments. The Association's annual assessment to be levied by the Association on all Lots for the assessment year of 1994 shall be in an amount, as determined by the Board, not to exceed Six Hundred and No/100 Dollars (\$600.00) per year, to be paid as hereinafter provided, which annual assessment shall be prorated for the year of 1994, if applicable. Thereafter the maximum annual assessment for any particular assessment year shall be in such amount, as is determined in accordance with the provisions hereinafter set forth in Section 5 below.

Section 5. Determination of Amount of Annual Assessments. So long as the Association's annual assessment for a particular assessment year shall not exceed the maximum annual assessment for the assessment year of 1994, as provided in Section 4 above, or shall not thereafter be increased by the Board by more than the rise, if any, of the Consumer Price Index, published by the Department of Labor, Washington, D.C., for the preceding month of July, the Board may determine and levy such annual assessment without a vote or approval being required of the voting membership of the Association. If, however, the Board shall desire to levy an annual assessment for a particular assessment year which shall be in excess of the maximum annual assessment for the assessment year of 1994, as provided hereinabove, plus the rise, if any, of the Consumer Price Index, published by the Department of Labor, Washington, D.C., for the preceding month of July, then the Board shall give written notice thereof to all Owners in advance of the commencement date of the particular assessment year and the prior written consent of at least Two-Thirds (2/3) of the Class I Voting Membership and of the Class II Voting Membership, if any, shall be required. If the Board shall not determine and levy annual assessments for a particular assessment year in accordance with the foregoing, then the annual assessment for that particular assessment year shall be deemed to be the same as the annual assessment for the assessment year immediately preceding that particular assessment year.

Section 6. Special Assessments. Generally, in addition to the annual assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees and

expenses of any construction, reconstruction, repair, demolishing, replacement or maintenance of the Common Areas, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of the parking areas and roadways within the Property, and any other expense or expenses not reasonably capable of being fully paid with funds generated by the annual assessments described hereinabove. Provided, however, that any such special assessment shall require the prior written consent of at least Two-Thirds (2/3) of the Class I Voting Membership and of the Class II Voting Membership, if any.

Section 7. Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or for the future construction or improvement thereon, and for the maintenance, repair, replacement or improvement of the fences, landscaping and related appurtenances on the Lots, if applicable. Any funds so collected shall be designated by the Board of Directors of the Association as capital contributions by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

Section 8. Uniform Rate of Assessments. Annual and special assessments must be fixed at a uniform rate for all Lots sufficient to meet the expected needs of the Association, provided that, notwithstanding any provision to the contrary contained in this Declaration, the rate of annual and special assessments set for the Lots owned by Declarant which are neither leased, rented, nor otherwise occupied as a residence shall be fixed at one-quarter (1/4) of the assessment rate for the other Lots. In the event that, prior to the termination of the Class II Voting Membership, assessments for annual common expenses, exclusive of those amounts held by the Association for an adequate reserve fund and for working capital, fail to equal or exceed the actual expenses incurred by the Association during any particular annual assessment period because of such partial Declarant assessments, then Declarant shall pay a sufficient amount, up to but not to in any event exceed the assessment rate for the other Lots, to the Association to meet any such shortfall.

Section 9. Assessments for Blanket Insurance and Utilities. Notwithstanding any provision of this Declaration to the contrary, if the Association elects to obtain and maintain blanket policies of fire and casualty insurance on the Lots in the Property as hereinafter provided, and in connection with the utility services furnished to the Lots which are not otherwise separately metered and paid for by the Lot Owners, then:

(a) The assessments for the premiums for such insurance may be allocated among the Lots in proportion to the insurable value of the improvements constructed on each Lot and the assessments for the utility services may be allocated among the Lots in proportion to percentage of use, as determined by the Board, and the provisions of Section 9 hereinabove requiring equal assessments shall not apply to such allocations; and

(b) The entire cost to the Association for the premiums for such blanket insurance and such utility services may be assessed to the Lots as aforesaid, notwithstanding any provision hereinabove limiting the amount of any annual assessment or limiting the percentage increase thereof.

Section 10. Due Dates for Assessment Payments. Unless otherwise determined by the Board, the annual assessments and any special assessments which are to be paid shall be paid in equal monthly installments and shall be due and payable to the Association at its office, without grace or notice, on the first day of each month. If any such assessment, or installment thereof, shall not be fully paid when the same becomes due and payable, then the Board may assess interest thereon as hereinafter provided.

Section 11. Liens for Assessments. The annual and special assessments provided for hereinabove, and any and all default assessments arising under the provisions of Section 5 of Article VII and Section 3 of Article VIII, together with any and all interest, costs, expenses, and reasonable attorney's fees which may arise under this Article, shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Lot to which such assessments apply and shall also be the personal obligation of the Owner of such Lot. To evidence and perfect such lien upon a specific Lot, the Board shall prepare a written lien notice setting forth the description of the Lot, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice-President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and shall be recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

Section 12. Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid when the same becomes due and payable, or if any default assessment shall arise under the provisions contained in this Declaration, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum, or at such other rate as shall be determined by the Board of Directors from time to time, from the due date on any amount thereof which was not paid when due or on the amount of the default assessment, whichever shall be applicable. If any annual assessment or special assessment, or any monthly installment thereof, or any default assessment arising hereunder, is not fully paid within Thirty (30) days after the same becomes due and payable, the Association may proceed to evidence and perfect its lien upon the specific Lot as more particularly described in the preceding paragraph. The Association shall, within a reasonable time after perfecting its lien as described in the preceding paragraph, if such assessments remain unpaid, bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same and to

foreclose its lien against the specific Lot, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same or to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Lot in satisfaction of the Association's lien. Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Lot being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Lot at foreclosure or other legal sale or to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

Section 13. Notice to Owners and Mortgagees. The Association shall give written notice by certified mail, with return receipt requested, of the filing of a lien statement against any Lot, as hereinabove provided, to the Owner of such Lot and to the Mortgagees of record of such Lot at the time of filing of the lien statement.

Section 14. Subordination of Lien for Assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot to a Mortgagee pursuant to the remedies provided in its Mortgage shall extinguish the lien for unpaid assessments or charges which accrue prior to the time of such sale or transfer, which shall be deemed to be the date of a deed in lieu of foreclosure, the date of the sale in any mortgage foreclosure proceeding, retroactively upon the expiration of any statutory redemption period, or the date of the exercise of any other such remedy as may be provided in such Mortgage. No such sale or transfer to a Mortgagee shall relieve a Lot from liability for any assessments or charges thereafter becoming due or from the lien thereof.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each dividing wall or side yard fence which is built as a part of the original construction of the structures and appurtenances on the Lots, or as a subsequent restoration or replacement of such original construction, and which is placed on the dividing Lot line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, 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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. 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 other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Section, 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 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. 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 additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding and may be enforced in any court having jurisdiction in the State of Wyoming. The costs of such arbitration shall be paid as directed by such arbitrators.

ARTICLE VI

INSURANCE

Section 1. Casualty Insurance on Insurable Common Areas. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

Section 2. Blanket Insurance on Lots. In addition to casualty insurance on the Common Areas, the Association, through the Board of Directors, may elect to obtain and continue to effect, on behalf of all Owners, adequate blanket

casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Lots, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Lots shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee of the Owners.

Section 3. Public Liability and Additional Insurance Coverage. The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the Common Areas and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable. Such insurance coverage may be written in the name of the Association as Trustee for all Owners.

Section 4. Damage or Losses from Association's Insured Hazards.

A. In the event of loss, damage or destruction by fire or other casualty to any property, other than that covered by the insurance mentioned in Section 2 above, covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as Trustee, the Board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct or rebuild any damaged or destroyed portions of the Common Areas to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association, or other financial institution with the proviso agreed to by said bank, or association, or institution, that such funds may be withdrawn only by signature of at least a majority of the members of the Board. The Board or, if it shall be agreed to by the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed Common Areas. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Owners.

B. In the event that the Association is maintaining blanket casualty and fire insurance on the Lots within the Property pursuant to Section 2 above and there occurs damage to or destruction of any part of such insured property, the Association shall repair or replace the same from the insurance proceeds available.

Section 5. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to

make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, buildings or other structures, and no fences, walls, patios, landscaping, planters or other similar items which will be visible from the exterior shall be commenced, constructed, erected, altered, remodeled or maintained upon any Lot, nor shall any exterior addition, change or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and approved in writing, by the Board or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee if one then exists, fails to approve or disapprove such plans and specifications within Sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

Section 2. Standards for Approval. Approval of submitted plans and specifications, as aforesaid, shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of the restrictions set forth in this Declaration. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 3. Development by Declarant. The provisions of Section 1 hereinabove shall not apply to Declarant's development of the Property.

Section 4. Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective agents, representatives, successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that such person will not bring any action or suit against the Board, the Architectural Review Committee, the Declarant or any of their respective agents, representatives, successors or assigns, to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any applicable building codes, zoning regulations, and the like, and it shall be the responsibility of the Owner or other person submitting

plans to the Board or the Architectural Review Committee to comply therewith and to obtain appropriate permits therefor.

Section 5. Owner's Obligation to Maintain and Repair. Except as otherwise expressly set forth in this Declaration, the Owner of each Lot shall be responsible for all exterior and interior maintenance, repair and replacement of all structures and improvements located upon each Owner's Lot, including roofs and utility services. All exterior surfaces, when being maintained, repaired or replaced, shall be painted with paint of the same finish, color and hue as the original paint utilized in painting the same by the Declarant, unless the Board or the Architectural Review Committee authorizes the use of another paint, in accordance with this Article. Each Owner shall be solely responsible for all landscaping, maintenance, repair and replacement work relating to the rear yards and patios of the Lots.

Section 6. Right to Maintain and Repair Exterior of Lots. In the event that the Owner of any Lot shall fail to maintain such Lot and the improvements thereto in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents, representatives and employees, to enter upon said parcel and to repair, maintain and restore the exterior of the Lot and any improvements thereto in such manner as is deemed necessary and appropriate by either of said entities. The cost of such exterior maintenance shall thereupon be a default assessment determined and levied against the Lot on which such exterior maintenance is required and the Association may proceed in accordance with the applicable provisions of Article IV. No such action shall be taken unless approved by resolution duly adopted by Two-Thirds (2/3) of the Board and then only after such Owner has been given written notice of the Board's intent to take such action and of the Owner's right to a hearing before the Board to show cause why the Board should not take such action. Such notice shall be given not less than Thirty (30) days nor more than Fifty (50) days prior to the date on which the Board intends to take such action and any hearing shall be held on such date.

ARTICLE VIII

MAINTENANCE BY THE ASSOCIATION

Section 1. Common Areas. Except as otherwise provided herein, the Association shall, as authorized and directed by the Board, have full responsibility for and control over all maintenance, repair and improvement of the Common Areas. No Owner shall, in whole or in part, alter or damage in any way the landscaping, structures or other improvements which may be located upon any of the Common Areas.

Section 2. Association's Responsibility For Exterior Maintenance. The Association may, but shall not have the obligation to, assume responsibility for maintenance, repair and improvement of the exterior of each of the Lots and the improvements thereto when, in the judgment of the Board of Directors of the Association, the same is required and/or desirable. No Owner may modify or change the color, texture or appearance of the exterior of such Owner's Lot and the improvements thereto in any manner whatsoever.

Section 3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of any item covered within the provisions of Section 1 or Section 2 is caused through or by the negligent or willful act or omission of an Owner, or any member of an Owner's family, or of an Owner's guests, invitees, employees or agents, then the costs and expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner; and, if not repaid to the Association with Seven (7) days after the Association shall have given notice to the Owner of the total amount, or any portions thereof from time to time, of such costs and expenses, then the failure to so repay shall be a default by the Owner under the provisions of this Section 3 and such costs and expenses shall automatically become a default assessment determined and levied against such Lot and the Association may proceed in accordance with the applicable provisions of Article IV. No such action shall be taken unless approved by resolution duly adopted by Two-Thirds (2/3) of the Board and then only after such Owner has been given written notice of the Board's intent to take such action and of the Owner's right to a hearing before the Board to show cause why the Board should not take such action. Such notice shall be given not less than Thirty (30) days or more than Fifty (50) days prior to the date on which the Board intends to take such action and any hearing shall be held on such date.

Section 4. Agents. The Board may hire and delegate its authority to any or all employees, agents, representatives, independent contractors, or other persons or firms it deems necessary in order to perform its duties and obligations hereunder; provided, however, that such delegation shall not relieve the Association of its duties and responsibilities hereunder.

ARTICLE IX

USE RESTRICTIONS

Section 1. Conveyance of Lots. The Common Areas and all Lots, whether or not the instrument of conveyance or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration, as the same may be amended from time to time.

Section 2. Compliance with Zoning. All Lots shall be used primarily for residential purposes only. Permitted uses shall relate to those uses allowed in the applicable Zoning District of the Property as stated in the Zoning Ordinance of the City of Rock Springs, Wyoming.

Section 3. Restrictions on Parking and Storage. No outside storage shall be permitted in connection with any Lot. Each automobile, house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, or accessories thereto, motor-driven cycle, self-contained motorized recreational vehicle, van, or other type of vehicle or vehicular or recreational equipment, parked or stored on the Property shall be parked or stored in an enclosed garage with the door closed. If additional automobiles are owned, they shall be parked on the Lot in the driveways only. There shall be no exceptions to these rules without

written approval of the Association; provided, however, that any vehicle may be otherwise parked as a temporary expedience for loading, delivery, or emergency. This restriction shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area or Lots. No boats, trailers, motorhomes or similar vehicles will be permitted to be stored on a Lot unless, as stated, within an enclosed garage.

Section 4. Utilities Within Lots. All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot.

Section 5. Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Lots or Common Areas.

Section 6. Mailboxes. No free standing mailbox shall be erected upon any Lot or the Common Areas unless the same shall have first been duly approved by the Board or the Architectural Review Committee.

Section 7. Nuisances. No noxious or offensive activity or activity prohibited by the laws of the United States of America or the State of Wyoming or by the ordinances of the City of Rock Springs shall be permitted in or upon any Lot or the Common Areas, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots.

Section 8. Refuse. All rubbish, trash, garbage and other refuse shall be regularly removed from the Lots and placed in appropriate receptacles therefor and shall neither be allowed to accumulate near the Lots nor be burned in outside incinerators, pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from a Lot and upon the Owner's failure to so remove the same, have the right at any reasonable time to remove any such rubbish, trash, garbage or other refuse at the sole expense of the Owner of such Lot, and the same shall not be deemed to be a trespass upon such Lot.

Section 9. Drainage. All Owners shall leave all drainage equipment, areas and easements, including sales, constructed upon the Lots and the Common Areas within the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage upon a Lot upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage without consent shall be subject to the sanctions contained herein for violations of this Declaration.

Section 10. Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary,

it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the development of the Property to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary or incidental to the sale of Lots and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model homes, sales offices, and the like. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the development of the Property and the sale of Lots shall have the right to use the Common Areas and the facilities of the Association for sales and business office purposes and that Declarant may conduct business activities within the Property in connection with its development of the Property. The Declarant's exercise of the rights in this Section shall not unnecessarily or unreasonably interfere with the use of the Lots and the Common Areas by the other Owners of the Lots, and such rights shall not affect the easements of ingress and egress of such Owners.

ARTICLE X

EASEMENTS

Section 1. Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements as shown on the Plat for the Property recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming. No fence, wall, barrier, or other structure or improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across or within the areas reserved for easements.

Section 2. Utility Easements. There is hereby created for the benefit of the Declarant and the Association an easement upon, across, over, through and under all Common Areas and all Lots within the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electrical and a master television system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment within the Property and to affix and maintain electrical and telephone wires, circuits, and conduits on, above, across, through and under the Lots and the Common Areas. Notwithstanding anything to the contrary contained in this Section, no water, sewer, gas, telephone or electrical lines, systems, or facilities may be installed or relocated over, across and on the Common Areas and the Lots except as initially approved by Declarant, or thereafter as approved by Declarant, the Board or the Architectural Review Committee. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over, through or under any part or all of the Common Areas and the Lots within the Property without conflicting with the terms hereof. The easement provided for in this Section

shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 3. Easements for Encroachments. If any portion of a structure or appurtenance on a Lot, whether built as part of the original construction or as a subsequent restoration or replacement of such original construction, encroaches upon the Common Areas or upon an adjoining Lot or Lots, a valid easement for said encroachment and for the maintenance thereof shall exist. Such easements, subject to the terms and provisions of this Declaration, shall run with and be binding upon the Property and all portions thereof and be deemed appurtenant thereto. Such encroachments and the easements therefor shall not be considered encumbrances upon either the Lots or the Common Areas for purposes of marketability of title.

Section 4. Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents and employees to enter upon, across, over, through and under any Lot for the purpose of changing, correcting or otherwise modifying the grade or drainage channels and roof runoff of any Lot so as to improve the drainage of water from the Lots or the Common Areas.

Section 5. Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon the Property in the performance of their duties; including, but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

Section 6. Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, representatives and employees and to any management companies which may be selected by the Association, upon, across, over, through and under the Lots and Common Areas to perform any duties of maintenance and repair as provided for in this Declaration.

ARTICLE XI

BURDENS AND BENEFITS OF THIS DECLARATION

Section 1. Covenants Running with the Property. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

Section 2. Binding Upon and Inure to Successors. The benefits, burdens and other provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners and upon and to their respective heirs, executors, administrators, successors and assigns.

ARTICLE XII

DURATION AND AMENDMENT

Section 1. Duration and Extension. This Declaration, every provision hereof and every covenant, condition, easement, restriction and reservation contained herein shall continue in full force and effect for a period of Twenty (20) years from the date hereof, and shall

thereafter be automatically from the date hereof, and shall thereafter be automatically extended for successive periods of Twenty (20) years unless otherwise terminated or modified as hereinafter provided.

Section 2. Amendment and Modification. Subject to Section 3 of this Article XII, this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of Ninety Percent (90%) of the Owners of the Property. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners, and by the Declarant as hereinafter required, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

Section 3. Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may not be extinguished, amended or otherwise modified unless the written approval of the Declarant, its successors or assigns, thereto shall be obtained: All of Article I; Sections 3 and 4 of Article III; Section 3 of Article VII; Sections 1 and 11 of Article IX; all of Article X; all of Article XI; all of Article XIV hereinafter set forth; and this Section 3 of this Article XII. The rights of Declarant under this Section shall terminate at such time as Declarant has sold or transferred all of the Lots in the Property to third party purchasers.

ARTICLE XIII

ENFORCEMENT

Section 1. Enforcement of Provisions. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration may be enforced as provided hereinafter by the Declarant, the Association or any Owner. Violation of any covenant, condition, reservation, restriction or other provision herein contained shall give to the Association the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, reservations, restrictions or other provisions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. In addition to the foregoing, every violation of the terms and provisions of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner or any other person or persons shall be applicable against every such violation and may be exercised by the Declarant, the Association or any Owner.

Section 3. Costs and Expenses of Proceedings. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay all of the costs and expenses thereof, including reasonable attorney's fees, incurred by the prevailing party or parties in an amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not mutually exclusive.

Section 4. Non-Waiver. The failure of the Declarant, the Association or any Owner to enforce any of the covenants, conditions, reservations, restrictions or other provisions of this Declaration shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other covenants, conditions, reservations, restrictions or other provisions of this Declaration; and the Declarant, the Association or any Owner shall not be liable therefor.

ARTICLE XIV

EFFECT OF DEVELOPMENT PLAN

Section 1. General Information Regarding Development Plan. The Development Plan of the Property, the preliminary of Final Plat and other related documents which are on record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, and the Planning and Zoning Commission of the City of Rock Springs, Wyoming, hereinafter referred to as the Plan, has the effect and only the effect described by the Statutes of the State of Wyoming, the rules and regulations of Sweetwater County, Wyoming, and the ordinances, rules and regulations of the City of Rock Springs, Wyoming. The Plan and related documents constitute part of the public controls imposed by the governmental entities upon the Declarant, the Association, the Owners and the users of the Property and do not create, and are not intended to create, any private property or contract rights in the Association, the Owners and the users of the Property except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. The Plan on file in the aforementioned offices describes a plan of development which Declarant believes will provide maximum benefit to the Association, the Owners, the users and the general public. During any development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the Association, the Owners, the users and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan for the Property and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the aforementioned Statutes, rules, regulations and ordinances.

Section 2. Rights Reserved. Declarant expressly reserves to itself, its successors and assigns, the right to amend any Plan for the Property, so long as such amendment does not alter any Lot which has been conveyed to any Owner; such amendment does not materially reduce the amount of Common Areas within the Property available to an Owner for such Owner's use and enjoyment; and such amendment

has the prior approval of the appropriate governmental agencies.

ARTICLE XV

MISCELLANEOUS

Section 1. Certificate of Compliance. Upon written request of any Owner, Mortgagee, prospective owner, lessee, prospective lessee, or their respective agents or employees, of any Property covered by this Declaration, and upon payment of a reasonable charge therefor, the Association shall issue an acknowledged certificate in recordable form setting forth the amount of any unpaid assessments, interest, costs, expenses and attorney's fees then existing against a specific Lot, the amount of the current monthly installments, if any, the day that the next monthly installment is due and payable, the amount of any special assessments and default assessments then existing against such Lot, and the date of the payment or payments thereof, and setting forth generally whether or not to the best of the Association's knowledge said Lot or its Owner is in violation of any of the terms and provisions of this Declaration. Said written statement shall be conclusive upon the Association in favor of the persons who rely thereon in good faith. Such statement shall be furnished by the Association within a reasonable time, but not to exceed Ten (10) days from the receipt of the written request for such written statement. In the event the Association fails to furnish such statement within said Ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Lot as to which such request was made and that said Lot and the Owner thereof is in conformance with all the terms and provisions contained in this Declaration.

Section 2. Severability. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration shall be construed together, but shall be deemed to be independent and severable. The invalidity or unenforceability of any one or more of the provisions contained herein, or any portion thereof, by order of any Court or otherwise, shall in no way affect the validity and enforceability of any of the other terms and provisions of this Declaration, which terms and provisions shall remain in full force and effect.

Section 3. Number and Gender. Unless the context provides or required to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 4. Captions. The captions to the Articles and Sections in this Declaration are inserted herein only as a matter of convenience and for reference and are in no way to be construed so as to define, limit or otherwise describe the scope of this Declaration or the intent of any of the terms and provisions contained herein.

Section 5. Waiver of Homestead. The Declarant does hereby release and waive any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming, if any. Janice R. Laskowski, the spouse of Declarant G. Thomas Laskowski, has executed this Declaration solely for the purpose of releasing and waiving, and she does hereby release and waive, any and all rights under and by virtue of the homestead exemption laws of the State of Wyoming, if any.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, as the Declarant hereof.

Kenneth L. Morgan Trustee
Kenneth L. Morgan, Trustee

Lois A. Morgan Trustee
Lois A. Morgan, Trustee

G. Thomas Laskowski
G. Thomas Laskowski

Janice R. Laskowski
Janice R. Laskowski

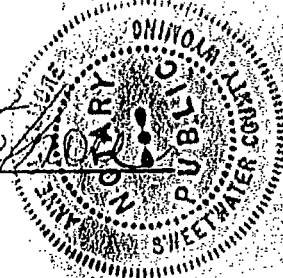
The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Kenneth L. Morgan and Lois A. Morgan this 28th day of October, 1994.

Witness my hand and official seal.

Ann Y. E. [Signature]
Notary Public

My Commission Expires: 9-14-96.



The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by G. Thomas Laskowski and Janice R. Laskowski this 28th day of October, 1994.

Witness my hand and official seal.

Ann Y. E. [Signature]
Notary Public

My Commission Expires: 9-14-96.

