

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CASTLE HEIGHTS PLANNED UNIT DEVELOPMENT

THIS DECLARATION, made on the date hereinafter set forth by Yates Corporation, a Wyoming corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Green River, County of Sweetwater, State of Wyoming, which is more particularly described as:

All that certain real property described in "Exhibit A" attached hereto and by this reference made a part hereof.

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

ARTICLE I

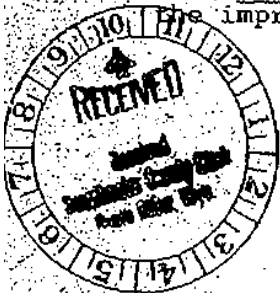
DEFINITIONS

Section 1. "Association" shall mean and refer to Castle Heights Homeowners Association, a Wyoming non-profit corporation, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common



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| RECORDED | MAY 15 1988 | BY LC A |
| BY INSTR | 720 | BOOK 1842-57 GREEN RIVER, WYO. |
| NO. | 848916 | BY INSTR. & REC'D. COUNTY CLERK |

use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All that certain real property described in "Exhibit B" attached hereto and by this reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Yates Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. Easement Concerning Common Area. Each Member shall have a right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

Section 2. Exclusive Easement Concerning Limited Common Area. Each Member shall have an exclusive right and easement of use and enjoyment in and to those Limited Common Areas defined on the Plat and which correspond to his Lot by numerical identification. Such exclusive right and easement shall be appurtenant to and shall pass with title to the Lot with which it is associated and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

Section 3. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ contained within the Castle Heights Planned Unit Development, as the same is identified

in the Plat recorded in Book Plat at Page 264, and in the "Declaration of Covenants, Conditions and Restrictions of the Castle Heights Planned Unit Development" recorded in Book 720 at Page1842-57. TOGETHER WITH: (i) a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions; and (ii) an exclusive right and easement of use and enjoyment in and to the Limited Common Area associated with the aforesaid Lot, as provided for in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above-specified 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.

Section 4. Transfer of Title. Declarant agrees that it shall, at or prior to the time of the conveyance of the first Lot, convey to the Association title to the Common Area free and clear of all liens (other than the lien of current general taxes and the lien of any assessments, charges or taxes imposed by governmental or quasi-governmental authorities, pro-rated from the date of said conveyance to the Association).

Section 5. Limitation on Easement. A Member's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The exclusive right and easement of use and enjoyment concerning Limited Common Area which appertains to individual Members and Lots;
- (b) The right of the Association to suspend a Member's right to the use of any amenities (other than such Member's Limited Common Area) included in the Common Area for any period during which an assessment on such Member's lot remains unpaid and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association;
- (c) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Area.

- (d) The right of the City of Green River, the County of Sweetwater, and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and
- (e) The right of the Association to dedicate or transfer any part of the Common Area (other than Limited Common Areas) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to in writing by two-thirds (2/3) of each class of membership.

Section 6. Encroachments. If any portion of the general common elements encroaches upon a Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Living Unit encroaches upon the general common elements, or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the Lots for purposes of marketability of title.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

Class A - Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members.

The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) The expiration of five (5) years after the date on which this Declaration is filed for record in the office of the County Clerk of Sweetwater County, Wyoming.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and

for the improvement and maintenance of the Common Area, and of the exteriors of the Living Units situated upon the Lots.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Fifty and No/100 (\$50.00) Dollars per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased each year not more than five per cent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased above five per cent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting

shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. The Declarant shall pay minimally one-third (1/3) of the assessment applicable to each Lot unimproved or improved and unoccupied to which the Declarant retains ownership. In the event that, while the Class B membership exists, assessed fees collected for the Association fail to adequately meet Association expenses, then the Declarant must pay sufficient capital up to the full assessed share applicable to the specific property.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area to the Association. At least thirty (30) days prior to such commencement date and at least thirty (30) days prior to the effective date of any change in amount of the monthly assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

INSURANCE AND OPERATION

Section 1. Casualty Insurance on Insurable Common Area.

The Association shall keep all insurable improvements and fixtures of the Common Area 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 Area 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.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in 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 Units, 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 Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for the Owners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs 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 Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the Proper-

ties, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. 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.

Section 4. Liability Insurance. The Association shall secure and at all times maintain policy or policies insuring the Owners, the Association, and its directors, officers, agents and employees against any liability incident to the ownership, use, or operation of the Common Area which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than \$200,000.00 for any one person injured, \$500,000.00 for all persons injured in any one accident, and \$100,000.00 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive liability bases and shall provide a cross-liability endorsement pursuant to which the rights of the named insureds as between themselves are not prejudiced.

Section 5. Additional Insurance Provisions. The following additional provisions shall apply with respect to insurance:

- (a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature and use.
- (b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- (c) The Association shall have the authority to adjust losses.
- (d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- (e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners, and their respective

directors, officers, agents, employees, invitees, and tenants; that it cannot be cancelled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

Section 6. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and the Declarant will enter into a Management Agreement on a month-to-month basis to begin on or about the date this Declaration is filed for record. Any such contract for management shall be cancellable upon thirty (30) days written notice, with or without cause, by either the Association or Property Manager.

ARTICLE VI

USE RESTRICTIONS

Section 1. Use of Common Area. The Common Area shall be used only in manner consistent with their community nature and with the use restrictions applicable to Lots and Units. No admission fees, charges for use, leases, or other income-generating arrangement of any type shall be employed or entered into by the Association with respect to any portion of the Common Area.

Section 2. Use of Lots, Living Units, Limited Common Areas. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. Each Limited Common Area Patio and Limited Common Area Deck shall be used only by the Owner of the appurtenant Lot and Living Unit. Each Limited Common Area Parking Space shall be used only for parking by the Owner of the appurtenant Lot and Living Unit. No Lot, Living Unit, or Limited Common Area

shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas or Living Units.

Section 3. Pets. No animals other than household pets shall be kept or allowed on any Lot, in any Living Unit, or within any part of the Common Area. Whenever a pet is allowed to leave a Lot it shall be kept on a leash or in a cage.

Section 4. Exception for Declarant. Notwithstanding the restrictions contained in this Article VI, for the five (5) year period following the date on which this Declaration is filed for record in the office of the County Clerk of Sweetwater County, Wyoming, Declarant shall have the right to use any Lot or Living Unit owned by it, and any part of the Common Area reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Area or improvement and/or sale of all Lots owned by Declarant, provided said use does not interfere with the use of the Common Area by any other Lot owner.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon

the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rule 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 Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article 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.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members; and (b) Additional land within the area described in Book 632, Pages 29-32, of the land records of Sweetwater County, Wyoming, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval

of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of May, 1981.

"DECLARANT":

YATES CORPORATION, a Wyoming corporation,

By J. R. (Dick) Yates
J. R. (Dick) Yates, President

ATTEST:

Elizabeth A. Yates
Elizabeth A. Yates, Secretary
The State of Wyoming)
 : ss.
County of Sweetwater)

On this 15th day of May, 1981, personally appeared before me J. R. (Dick) Yates and Elizabeth A. Yates, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Yates Corporation, a Wyoming corporation, and that the foregoing Declaration of Covenants, Conditions and Restrictions of Castle Heights Planned Unit Development was signed on behalf of said corporation by authority of its By-Laws or a Resolution of its Board of Directors, and said J. R. (Dick) Yates and Elizabeth A. Yates acknowledged to me that said corporation executed the same.

My commission expires:
June 13, 1983

Melvin D. Osby
Notary Public

PHASE NO. 1

A piece, parcel or tract of land contained within the Castle Heights Planned Unit Development, Green River, Sweetwater County, Wyoming, more particularly described as follows: Commencing at the Southwest corner of Lot 1, Block 5, of the Laramie Addition to the City of Green River, Sweetwater County, State of Wyoming, as filed in the Sweetwater County Clerk's office; thence North $89^{\circ}55'22''$ West, 298.00 feet to the True Point of Beginning; thence North $89^{\circ}55'22''$ West, 142.00 feet to the East right-of-way line of Hitching Post Drive; thence North $0^{\circ}04'38''$ East, 459.07 feet along said right-of-way line; thence along a curve to the right a distance of 31.42 feet, said curve having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$; thence along a curve to the left a distance of 36.46 feet, said curve having a radius of 125.00 feet and a central angle of $16^{\circ}42'40''$; thence North $73^{\circ}21'58''$ East, 156.77 feet; thence South $16^{\circ}38'02''$ East, 44.00 feet; thence South $26^{\circ}39'35''$ West, 113.93 feet; thence South $66^{\circ}35'04.5''$ West, 132.00 feet; thence South $23^{\circ}24'55.5''$ East, 76.00 feet; thence North $66^{\circ}35'04.5''$ East, 13.00 feet; thence South $63^{\circ}09'55''$ East, 59.44 feet; thence South $0^{\circ}04'38''$ West, 241.50 feet to the True Point of Beginning.

"Exhibit A"

PHASE NO. 1

A piece, parcel or tract of land contained within the Castle Heights Planned Unit Development, Green River, Sweetwater County, Wyoming, more particularly described as follows: Commencing at the Southwest corner of Lot 1, Block 5, of the Laramie Addition to the City of Green River, Sweetwater County, State of Wyoming, as filed in the Sweetwater County Clerk's office; thence North $89^{\circ}55'22''$ West, 298.00 feet to the True Point of Beginning; thence North $89^{\circ}55'22''$ West, 142.00 feet to the East right-of-way line of Hitching Post Drive; thence North $0^{\circ}04'38''$ East, 459.07 feet along said right-of-way line; thence along a curve to the right a distance of 31.42 feet, said curve having a radius of 20.00 feet and a central angle of $90^{\circ}00'00''$; thence along a curve to the left a distance of 36.46 feet, said curve having a radius of 125.00 feet and a central angle of $16^{\circ}42'40''$; thence North $73^{\circ}21'58''$ East, 156.77 feet; thence South $16^{\circ}38'02''$ East, 44.00 feet; thence South $26^{\circ}39'35''$ West, 113.93 feet; thence South $66^{\circ}35'04.5''$ West, 132.00 feet; thence South $23^{\circ}24'55.5''$ East, 76.00 feet; thence North $66^{\circ}35'04.5''$ East, 13.00 feet; thence South $63^{\circ}09'55''$ East, 59.44 feet; thence South $0^{\circ}04'38''$ West, 241.50 feet to the True Point of Beginning, excepting therefrom Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 57, 58, 59, 60, 61, 62, 63 and 64.