

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE MESA, AN ADDITION TO THE CITY OF GREEN RIVER,
WYOMING, LOCATED IN THE NW/4SW/4 of SECTION 26,
TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE 6th P.M.,
SWEETWATER COUNTY, WYOMING

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 25th day of March, 1981, by Alan F. Scott, Roy Jacobsen and SEBCO, Inc. (hereinafter "Declarant").

Recitals

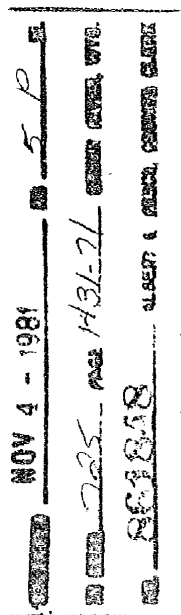
A. Declarant is the owner in fee of all of the following described real property (the "Property") situate in the City of Green River, County of Sweetwater, State of Wyoming, to-wit:

The real property described on Exhibit "A" attached hereto and by this reference made a part hereof.

B. Declarant desires to establish on the Property an exclusive residential community which is designed to maximize the use of available land and which contains residential dwelling units thereon known as "pin-wheel" cluster homes and which also contains residential dwelling units thereon known as "town houses" with open spaces, private drives, parking areas and walkways, created for the benefit of said community through the granting of specific rights, privileges and easements of enjoyment which may be shared and enjoyed by all the residents thereof.

C. Declarant desires to assure the attractiveness of the individual lots and community facilities within the Property; to prevent any future impairment thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of said open spaces, private drives, parking areas and walkways. In order to achieve these objectives, Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof.

D. In order to preserve, protect and enhance the values and amenities of the Property, and to assure the residents' enjoyment of the rights, privileges and easements granted herein, Declarant has deemed it desirable to create an organization which shall be delegated



property or real properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which are designated as "Common Area" in the recorded instrument for such annexation. The term "Common Area" shall include all common parking areas for the use of Owners, their guests and invitees; paths and walkways.

1.7 Lot. "Lot" shall hereinafter mean and refer to any platted lot located within Property and any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which is so designated in the recorded instrument for such annexation and shall include any Residence constructed on any such platted Lot.

1.8 Mortgage. "Mortgage" shall mean any first mortgage, deed of trust, or other document pledging a Lot as security for the payment of a debt or obligation.

1.9 Mortgagee. "Mortgagee" shall mean any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns, or is secured by a Mortgage.

1.10 Owner. "Owner" shall hereinafter mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest (including a contract seller and excluding a contract purchaser) to any Lot; but excluding, however, 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.

1.11 Private Roads. "Private Roads" shall hereinafter mean and refer to any roads, now or hereafter constructed on the Property for the purpose of permitting vehicular traffic between the Lots and from the Lots to public roads.

1.12 Residence. "Residence" shall hereinafter mean and refer to a single-family home or other similar single-family residential unit constructed upon a Lot for the permanent occupancy of an Owner and his or her family.

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 and Residence; provided, however, that such rights and easements shall be subject to the following:

2.1.1 The covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration or contained in the plat of the Property recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and

2.1.2 The right of the Association to suspend the rights of any Owner to vote upon Association matters for any period during which any Association assessment against such Owner or against such Owner's Lot remains unpaid and, for any reasonable period, not to exceed 60 days, assessed by the Association as a result of the Owner's infraction, or the infraction by any member of the Owner's family or by the Owner's guests, of any published rule or regulation of the Association; and

2.1.3 The right of the Association to dedicate or otherwise transfer, convey, or assign all or any part of the Common Area, 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 assent of at least two-thirds (2/3) of the Class I property owners and the approval of the Class II member, if any, 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

2.1.4 The right of the Association to adopt, from time to time, rules and regulations concerning pedestrians and vehicular traffic and travel upon, in, under, and across the Common Area and Private Roads; and

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

SECTION III

Membership and Voting Rights
in the Association

3.1 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.

3.2 Present Status of Lots. As of the date of execution of this Declaration, all Lots are Class II Lots, and Declarant is the Owner of all Lots in the Property.

3.3 Classes of Voting Membership. Subject to Section 3.4, the Association shall have two classes of voting membership whose voting rights shall be as follows:

3.3.1 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

3.3.2 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.

3.4 Termination of Class II Voting Membership. Upon the happening of any of the events set forth below in Sections 3.4.1, 3.4.2 or 3.4.3 (whichever first occurs), the Association shall thereafter have one class of voting membership which shall be Class I membership. Subsequent to such event, all Owners, including Declarant, shall be entitled to one vote for each Lot owned. Such events are:

3.4.1 When the total votes outstanding in the Class I Voting Membership equal the total votes outstanding in the Class II Voting Membership; or

3.4.2 On December 31, 1983; or

3.4.3 On such date as Declarant shall voluntarily relinquish its Class II voting membership.

and assigned the powers of owning, controlling, and administering all or various portions of the Property, and also administering and enforcing the covenants and restrictions herein set forth, together with collecting, dispersing and accounting for the assessments and charges herein contemplated. To this end, Declarant has caused to be incorporated under the laws of the State of Wyoming a non-profit corporation, The Mesa Homeowners Association, Inc.

SECTION 1

Definitions

1.1 Declaration. "Declaration" shall hereinafter mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.2 Declarant. "Declarant" shall hereinafter mean and refer to Alan F. Scott, Roy Jacobsen, and SEBCO, Inc., their heirs, devisees, successors and assigns.

1.3 Association. "Association" shall hereinafter mean and refer to The Mesa Homeowners Association, Inc., a Wyoming non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.

1.4 Board. "Board" shall hereinafter mean and refer to the Board of Directors of the Association.

1.5 Property. "Property" shall hereinafter mean and refer to the following described real property, to-wit:

The real property described on Exhibit "A" attached hereto and by this reference made a part hereof,

and shall also hereinafter mean and refer to any additional property or properties as may hereafter be annexed to this Declaration pursuant to the provisions of Section XIII and which is designated as "Property" in the recorded instrument for such annexation.

1.6 Common Area. "Common Area" shall hereinafter mean and refer to those parcels of real property identified as all of the real property described on Exhibit "A" attached hereto and by this reference made a part hereof except for those portions of said property platted as lots on the plat for the property, as recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming. Said term shall also hereinafter mean and refer to any additional real

1.13 Class I Lot. "Class I Lot" shall hereinafter mean and refer to any Lot owned by any Owner other than Declarant.

1.14 Class II Lot. "Class II Lot" shall hereinafter mean and refer to any Lot owned by Declarant.

1.15 Side Yard Fence. "Side Yard Fence" shall hereinafter mean and refer to any fence erected as a part of the original construction, or as a subsequent replacement therefor, which on one side faces an open area and on the other side faces the side or back yard easement of a Residence.

1.16 Side Yard Fence Owner. "Side Yard Fence Owner" shall hereinafter mean and refer to the Owner of a Residence whose side or back yard faces a Side Yard Fence.

1.17 Common Fence. "Common Fence" shall hereinafter mean and refer to any fence (other than a Side Yard Fence) erected as part of the original construction, or as a subsequent replacement therefor, which is appurtenant to two or more Residences and faces a side or back yard easement on both sides.

1.18 Common Fence Owner. "Common Fence Owner" shall hereinafter mean and refer to an Owner of a Residence appurtenant to which is a Common Fence.

1.19 Party Wall. "Party Wall" shall mean and refer to any wall which is built as a part of the original construction of the Residences (or as a subsequent restoration or replacement of such original construction) and which is placed on a dividing line between such Residences.

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

SECTION II

Property Rights in Common Area and on Private Roads

2.1 Easements of Use, Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of enjoyment in and to the Common Area and a right and easement of ingress and egress upon and across the Common Area and Private Roads

2.2 Delegation of Use. Every Owner shall have the right, subject to rules and regulations promulgated by the Association, to extend the rights and easements of use and enjoyment vested in him herein to each of his occupants and to each member of such Owner's family who resides with him or her within the Property and such other persons as may be permitted by the Association.

2.3 Conveyance of Common Area. Declarant shall convey fee simple title to the Common Area within the Property to the Association prior to the closing of the sale of the first Lot within the Property.

2.4 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. _____ of the Mesa, an Addition to the City of Green River, Wyoming, as the same is identified in the Plat recorded in Book of Plats at Pages _____ and _____, and in the "Declaration of Covenants, Conditions and Restrictions for the Mesa, an Addition to the City of Green River, Wyoming, located in the NW/4SW/4 of Section 26, Township 18 North, Range 107 West of the 6th P.M., Sweetwater County, Wyoming", recorded in Book _____ at Pages _____ of 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 Area described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions; (ii) an exclusive right and easement of use and enjoyment in and to the side or back yard easement associated with the aforesaid Lot, as provided for in said Declaration of Covenants, Conditions and Restrictions; and (iii) a right and easement of use and enjoyment in and to the designated parking 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.

3.5 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.

SECTION IV

Assessments

4.1 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 Area or by abandonment or leasing of such Owner's Lot.

4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, convenience, and general welfare of the Owners, including the improvement and maintenance of the Common Area. Proper uses of the assessments levied by the Association shall include, but are not limited to, the expenditures of funds for taxes, fees, expenses, charges, levies, premiums, expenditures, or other costs incurred by the Association for:

(a) Repairing, replacing, insuring, and maintaining the Common Area and improvements thereon, including the non-assigned parking places and walkways;

(b) Installation, maintenance, and repair of Private Roads and underground utilities upon, across, over and under any part of the Common Area;

(c) Installation, maintenance, and repair of asphalt paving, curbs, gutters, and

drainage swales on any Private Roads located in the Property;

(d) Installation, maintenance and repair of paths and walkways;

(e) Garbage and trash pickup service, if any, furnished to the Common Area or to Lots by the Association;

(f) Providing services to the Common Area such as mowing grass, caring for the grounds and sprinkling and irrigation system, landscaping, trees, shrubs, grass, walkways and pathways;

(g) Repair and maintenance of all common parking areas as hereinafter described;

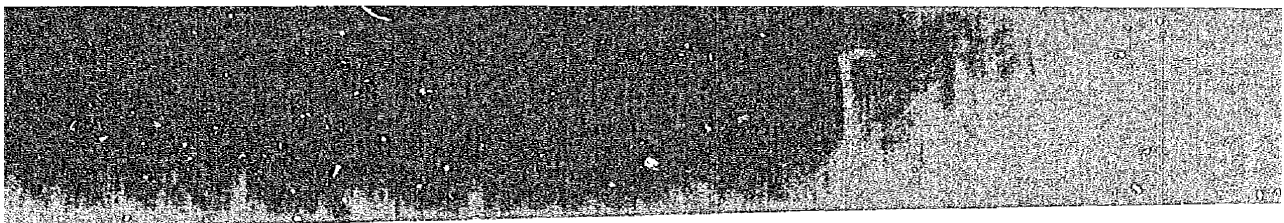
(h) Carrying out the powers and duties of the Association.

(i) Providing for exterior painting or staining, or both, of the exterior surface of the residence;

(j) Providing for the establishment of an adequate reserve fund for the maintenance, repair and replacement of Common Areas on a periodic or "as needed" basis, which reserve fund shall be a part of the regular monthly assessments;

(k) 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 repair, maintenance, taxes, and the other uses specified above.

4.3 Assessment Years. The first assessment year for the levying of the Association's annual assessments shall commence upon the first day of the month immediately following the date of the recording in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, of the Declarant's first conveyance of the Common Area to the Association (provided, however, that if the date of recording of such conveyance of the Common Area shall be on the first day of a month, then such date shall be the commencement date for the first assessment year) and shall continue thereafter until the following 31st of December. Subsequent assessment years shall thereafter commence on the first day of January and continue until the following 31st of December.



4.4 Amount of Annual Assessments. The Association's annual assessment to be levied by the Association on all Lots with a residence thereon for the first assessment year after the date of recording of this Declaration shall be in an amount, as determined by the Board, not to exceed Six Hundred and no/100 Dollars (\$600.00), to be paid as hereinafter provided. The annual assessment on all Lots without a residence thereon shall be one-third of the annual assessment for a Lot with a residence thereon. Thereafter, the maximum annual assessment for any particular assessment year shall be in such amount, as is determined in accordance with Section 4.5 below. Each Owner shall concurrently with its acquisition of its Lot deposit with the Association a sum equal to one-fourth of the annual assessment as a working capital fund in addition to payment of monthly and other assessments.

4.5 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 first assessment year, as provided in Section 4.4 above, or 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 either Class of 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 first assessment year, as provided in Section 4.4 above, 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 at least 30 days in advance of the commencement date of the particular assessment year and the approval of Sixty-six and Two-thirds Percent (66 2/3%) of the Class I members plus the Class II member, 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 sentence, 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.

4.6 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 Area, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of Private Roads within the Property, if any; provided, however, that any such special assessment shall be approved by at least Sixty-six and Two-Thirds Percent ($66 \frac{2}{3}\%$) of the Class I voting membership of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose and by the Class II member, if any.

4.7 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 Area and Private Roads within the Property and any improvements thereon, if any, or for the future construction or improvement thereon, and for the exterior painting and/or staining of the exteriors of the residences as described in Section 7.2. 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.

4.8 Notice and Quorum Requirements for Certain Actions. Written notice of any meeting pursuant to Sections 4.5 and 4.6 above of the classes of voting membership of the Association shall be given by the Board to each Owner not less than Thirty (30) days nor more than Fifty (50) days prior to such meeting and shall state the purpose, date, time, and location of such meeting. At such meeting called, the attendance, in person or by proxy, of at least Sixty Percent (60%) of the Class I membership of the Association and the Class II member thereof, if any, shall constitute a quorum. If the required quorum is not present at such meeting called, then subsequent meetings may be called, subject to the same notice requirements and the required quorum at each subsequent meeting shall be one-half of the required Class I members required at the preceding meeting plus the Class II member, if any. No such subsequent meeting shall, however, be held less than Thirty (30) nor more than Fifty (50) days following the preceding meeting.

4.9 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 monthly installments and shall be due and payable to the Association at its office, without notice, on the first day of each month. If any such assessment, or installment thereof, shall not be paid within fifteen (15)

days after it shall have become due and payable, then the Board may assess interest thereon as hereafter provided.

4.10 Exempt Property. The following property subject to this Declaration shall be exempt from the annual and special assessments created herein:

(a) All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Wyoming; provided, however, that none of such properties which are devoted to residential dwelling use shall be exempt from such assessments; and

(b) The Common Area.

4.11 Liens for Assessments. The annual and special assessments provided for in this Section IV, and any and all default assessments arising under the provisions of Sections 6.4, 7.3, 9.1 and 9.2, (together with any and all interest, costs, expenses, and reasonable attorneys' fees which may arise under this Section IV), 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 and Residence, 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.

4.12 Effect of Nonpayment of Assessments. If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid within fifteen (15) days after the same becomes due and payable, or if any default assessment shall arise under the provisions of Sections 6.4, 7.3, 9.1 or 9.2, then, in any of such events, interest shall accrue at the rate of Eighteen Percent (18%) per annum from the due date on any amount thereof which was not paid within such fifteen (15) day period or on the amount of the default assessment, whichever shall be applicable. The Association shall, within a reasonable

time after perfecting its lien as described in 4.11 above, if such assessments remain unpaid, thereafter bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and shall also proceed, if it desires to foreclose its lien against the specific Lot in the manner and form provided by Wyoming for foreclosure of mechanics' liens in and through the courts. 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 shall proceed to foreclose its lien against the specific Lot, then the Association's costs, expenses, and reasonable attorneys' fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorneys' 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 and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey, or otherwise deal with the same.

4.13 Certificate of Status of Assessments.

Upon request in writing by any person and payment of a reasonable charge therefor, the Association shall furnish within fourteen (14) days after such request is received, a certificate setting forth the amount of any unpaid assessments, interest, costs, expenses, and attorneys' fees then existing against a specific Lot, the amount of the current monthly installments, if any, and the date that the next monthly installment is due and payable, and the amount of any special assessments and default assessments then existing against the Lot and the date of the payment or payments thereof. Upon the issuance of such a certificate signed by an officer of the Association, the information contained therein shall be conclusive upon the Association.

4.14 Subordination of Lien for Assessments.

Notwithstanding anything contained in this Section IV, any Mortgagee who shall come into possession of a Lot pursuant to remedies provided in its Mortgage shall take the Lot free of any claims for unpaid assessments or charges which accrue prior to the time such Mortgagee comes into possession of said Lot.

SECTION V

Insurance

5.1 Casualty Insurance on Insurable Common Area.

5.1.1 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.

5.1.2 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 of the Owners.

5.2 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 Area, Private Roads 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.

5.3 Damage or Losses from Association's Insured Hazards.

5.3.1 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 5.1.2 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 Area 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 one-third (1/3) 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 Area. 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.

5.3.2 In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the property pursuant to Section 5.1.2 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.

5.4 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.

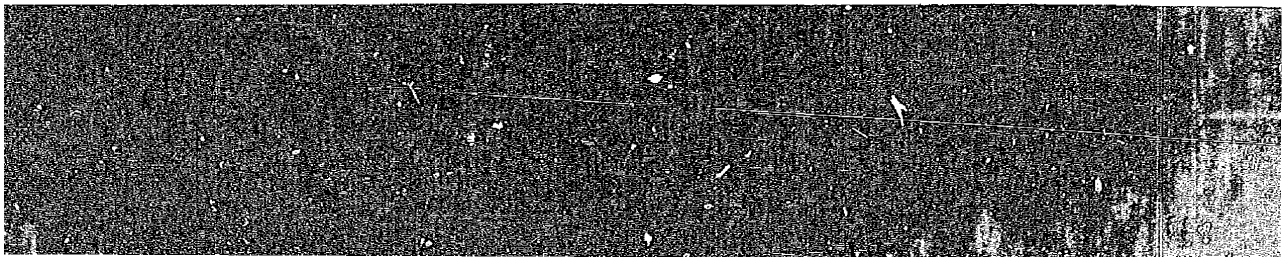
SECTION VI

Architectural Aesthetics

6.1 Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, building, or other structures, and no fences (including Side Yard Fences and Common Fences), walls, patios, planters, or other similar items which will be visible from the exterior shall be commenced, constructed, erected, altered (specifically including the altering of the exterior of any Residence), remodeled, or maintained upon a 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 as to harmony of external design and location in relation to surrounding structures and topography, 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.

6.2 Standards for Approval. Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and 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 these restrictions. 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.

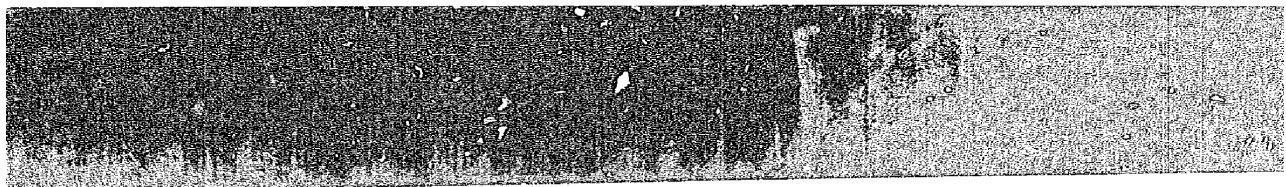
6.3 Development by Declarant. The provisions of Section 6.1 shall not apply to Declarant, nor to Declarant's development of the Common Area, Lots, Residences, Side Yard Fences and Common Fences.



6.4 Right to Maintain and Repair Exteriors of Residences. In the event that the Owner of any Residence shall fail to maintain his Lot, his Residence and the other improvements situated thereon in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the same and the exterior of the Residence and any other improvements erected thereon 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 Residence is located and the Association may proceed in accordance with the applicable provisions of Section IV. No such action shall be taken unless approved by resolution duly adopted by two-thirds 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 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.

6.5 Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective 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 he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant 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 local building codes, 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.

6.6 Address. Unless otherwise changed by the Board or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Section 6.1 shall be submitted in person or by registered or certified mail to the following address:



Board of Directors
The Mesa Homeowners Association, Inc.
c/o L. A. Jacobsen
661 Uinta Drive
Green River, Wyoming 82935

or such other address as may be designated by the Board of Directors or Architectural Review Committee by written notice mailed to all Owners.

SECTION VII

Maintenance by the Association

7.1 Common Area and Private Roads. Except as otherwise provided herein, the Association shall, as authorized and directed by the Board, have full responsibility for and control over: all maintenance, repairing, and replacing of the Common Area, specifically including without limiting the generality of the foregoing, the planting and caring for the grass, trees, shrubbery, flowers, and similar landscape items; the installation and maintenance of a sprinkling or other irrigation system; the repairing and maintaining of Common Parking Areas described in Section 10.3 below; the removal of snow, trash, garbage, and other refuse; and the maintenance and repair of sidewalks, walkways, bicycle paths, curbing, gutters, and Private Roads located within the Property.

7.2 Association's Responsibility for Painting and/or Staining. The Association shall have the responsibility for repainting and/or restaining the exterior of each of the residences when, in the judgment of the Board of Directors of the Association, the same is required and/or desirable. Such repainting and/or restaining shall be accomplished in the following manner:

7.2.1 The repainting and/or restaining of all of the residences shall be accomplished simultaneously in order to minimize the inconvenience to the owners and for uniformity of the exteriors of the residences;

7.2.2 All of the residences must be repainted and/or restained with the same paint and/or stain and the colors and brands thereof shall be specified by the Board of Directors of the Association;

7.2.3 Payment for the above-described work shall be through utilization of a reserve for same or as described in Section 4.4 hereof.

No owner may modify or change the color or texture of the exterior of such owner's residence, but such owner may, if

required, repaint or restain portions of his unit at his sole cost and expense provided that such owner shall utilize the same paint and/or stain as was approved and utilized by the Association as above-described.

7.3 Owner's Negligence. In the event that the need for maintenance, repair, or replacement of any item covered within the provisions of Section 7.1 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 or invitees, 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 within 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 7.3 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 Section IV. No such action shall be taken unless approved by resolution duly adopted by two-thirds 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 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.

7.4 Agents. The Board may hire and delegate to any and all employees, agents, 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.

SECTION VIII

Use Restrictions

8.1 Compliance with Zoning. All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing, or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner's Residence as a home business office.

8.2 Conveyance of Lots. The Common Area 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 it may be amended from time to time pursuant to Section XIII.

8.3 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 construction of Residences or 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 construction and sale of Residences and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model units, and sales offices. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors, and assigns involved in the construction of Residences or in the development of the Property, shall have the right to use the Common Area, Private Roads, and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its construction of the Residences and 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 Common Area by the Owners of Class I Lots, and such right shall not effect the easements of ingress and egress of such Owners of Class I Lots.

8.4 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that one dog, one cat, or one other household pet may be kept on any Lot; provided, that they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced Side or Back Yard easement areas appurtenant to the Lot; and if taken outside of such easement, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement.

8.5 Signs and Advertising. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which

may endanger the health, safety, or life of any person or which may unreasonably disturb the other Owners. Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon his Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent"; provided, however, that the prior approval of the Board or Architectural Review Committee as to the color, size, and location of such sign must be obtained before it is placed on such Lot; and further provided, however, that if at the time an Owner desires to place such a sign on his Lot the Board or Architectural Review Committee is providing "For Sale" and "For Rent" signs for the use of Owners, then such sign as provided by the Board or Architectural Review Committee and no other shall be used. No signs, advertising, billboards, unsightly objects, or nuisances shall be placed, erected, or permitted to remain upon the Common Area, the Side Yard Fences, or the Common Fences, unless the prior approval of the Board or Architectural Review Committee shall be obtained in writing, which approval may be revoked and terminated thereafter at any time. The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object, or nuisance. The foregoing provisions of this Section 8.5 shall not apply to any signs, advertising, or billboards of the Declarant in connection with its rental or sale of Residences or otherwise in connection with its development of the Property, nor shall such provisions apply to the Association.

8.6 Visible Objects and Window Sun Screening. All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view. All clotheslines shall be confined to fenced Side or Back Yard easement areas. All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.

8.7 Planting. Except in any Side or Back Yard easement areas appurtenant to the Lots, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected, planted, or maintained upon the Common Area, the Side Yard Fences, the Common Fences or upon the Lots except such as are erected, planted, or installed in accordance with the initial construction of the Residences or in the development of the Property or as otherwise may be approved by the Board or Architectural Review Committee.

8.8 Patios. Maintenance, upkeep, repairs, and replacement of yards and patios shall be the sole respon-



sibility of the Owner of the specific Lot to which a Side or Back Yard easement area (described in Section 11) is appurtenant, and shall not in any manner be the responsibility of the Association.

8.9 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.

8.10 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 Residences, Side Yard Fences, Common Fences or Lots.

8.11 Commercial Vehicles. No commercial vehicles and no trucks shall be parked on any road within the Common Area or on the Private Roads except while temporarily engaged in transport to or from a Residence. For the purposes of this Section 8.11, a 3/4-ton or smaller truck, commonly known as a "pickup truck," shall not be deemed to be a commercial vehicle or truck.

8.12 Free-Standing Mailboxes. No free-standing mailbox shall be erected upon any Residence or Lot unless approved by the Board or Architectural Review Committee.

8.13 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Side Yard Fence, Common Fence or Common Area, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

8.14 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque 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 and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board or Architectural Review Committee, or the designated representative of either

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shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from his Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be a trespass upon the Lot.

8.15 Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of 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 areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this Declaration.

8.16 Automobile, Boat, and Camper Parking. Trucks, trailers, mobile homes, truck campers, detached camper units, boats, and commercial vehicles shall not be kept, placed, stored, or maintained upon any Lot or on the Common Area (including the Common Parking Area) or Private Roads in such manner that such vehicle or boat is visible from neighboring Lots, and the Common Area of Private Roads and any other roads, except that a 3/4-ton (including any camper attached thereto) or smaller truck shall be permitted to be kept, placed, parked, or stored upon those portions of Lots or Common Area as may be designated for such purposes by the Association from time to time. If the Association fails to designate any such areas, and it shall have no obligation to do so, no such trucks may be stored or placed on any Lot or Common Area. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any Residence or other improvement permitted by this Declaration. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph provided that they do not remain within the in excess of the reasonable period of time required to perform such commercial function.

8.17 Lighting. Each Residence will be provided with a light located on the front of the Residence. The Residence Owner shall be responsible for all of the maintenance, repair, replacement, and utility charges for the light.

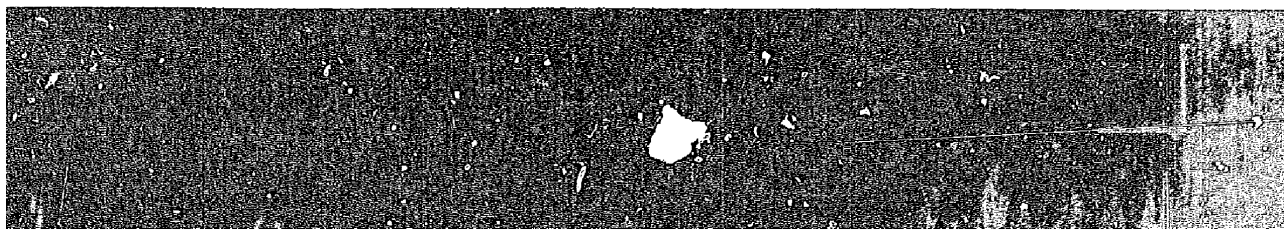
SECTION IX

Fences9.1 Side Yard Fences - Repair and Maintenance.

Each Side Yard Fence Owner shall be responsible for maintaining and repairing his Side Yard Fence in a manner which is acceptable to the Board or the Architectural Review Committee and shall pay all costs in connection therewith. In the event that any Side Yard Fence Owner fails to meet such duties and obligations, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right to take such action as is reasonably deemed necessary to repair, maintain or rebuild his Side Yard Fence. The cost of such action shall automatically become a default assessment determined and levied against such Side Yard Fence Owner or his Lot and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration. No such action shall be taken unless approved by resolution duly adopted by two thirds 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 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 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.

9.2 Common Fences - Repair and Maintenance.

The costs of repairing, maintaining and rebuilding Common Fences shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof; provided, however, that if the Common Fence Owners cannot agree upon the repair, maintenance, or rebuilding of their Common Fences, then upon ten (10) days' prior written notice to all such Common Fence Owners, any one or more of such Common Fence Owners may take such action as is reasonably deemed necessary to repair, maintain or rebuild a Common Fence and the acting Common Fence Owner may make demand upon the non-acting Common Fence Owner or Owners for their contribution to the reasonable costs of such repair, maintenance or rebuilding. This Section 9.2 shall not be interpreted so as to preclude or prejudice any such acting or non-acting Common Fence Owner from demanding a higher percentage contribution from any other acting or non-acting Common Fence Owner under the rule of law regarding liability for negligent or willful acts or omissions. Furthermore, if any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence. The costs of such action by the Association



shall automatically become a default assessment determined and levied against the responsible Common Fence Owner or Owners or their Lot or Lots as the case may be, and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration. No such action shall be taken unless approved by resolution duly adopted by two-thirds of the Board and then only after such Owner, or Owners, have been given written notice of the Board's intent to take such action and of such Owners' 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.

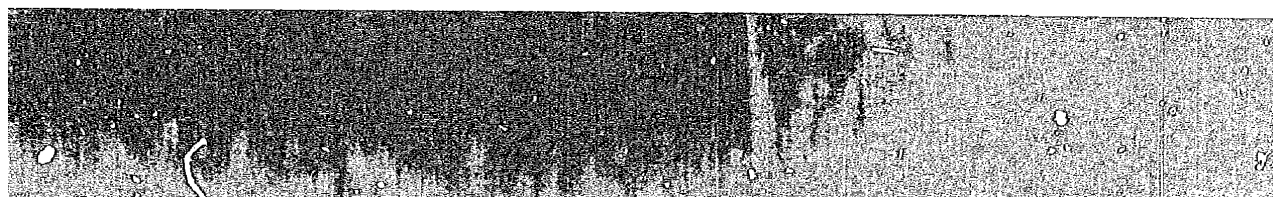
9.3 Negligent or Willful Acts. Notwithstanding any other provision of this Section IX, any Owner, who by his negligent or willful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence.

9.4 Arbitration. In the event of any dispute concerning any Common Fence or any provisions of this Section IX related thereto, other than the rights granted to the Board, the Architectural Review Committee and the Association, each Common Fence Owner shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made 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.

SECTION X

Parking Spaces

10.1 Parking Spaces - Easements. Each detached cluster type residence shall have a perpetual exclusive easement of one covered designated parking area on the property for the benefit of the Owner of said Residence. The particular designated parking areas which shall constitute such easements for the respective Residences on the property are delineated on the plat of the Mesa, an Addition to the City of Green River, Wyoming, recorded in Book of Plats at Pages 266, 266A, 266B in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming. Such designated parking areas are identified on said plat by the prefix G followed by the same number as the Lot to which such designated parking area is appurtenant. This provision does not apply to "town house" residences for the reason that such town house residences have a garage included as part of the residence on the Lot.



10.2 Designated Parking Areas - Repair and Maintenance. The designated parking areas are covered parking spaces which are constructed in groups. The Owners which are served by a group of designated parking areas shall be responsible for all maintenance and repair in connection therewith. The cost of repairing, maintaining and rebuilding such covered designated parking areas shall be the responsibility of the Owners served by such group and who make use of such parking areas in proportion to each such Owner's use thereof; provided, however, that if said group of Owners cannot agree upon the repair, maintenance or rebuilding of their designated parking areas, then upon ten (10) days' prior written notice to all such Owners, any one or more of such Owners may take such action as is reasonably deemed necessary to repair, maintain or rebuild such designated parking area and the acting Owner may make demand upon the non-acting Owner or Owners for their contribution to the reasonable cost of such repair, maintenance or rebuilding. This Section 10.2 shall not be interpreted so as to preclude or prejudice any such acting or non-acting Owner from demanding a higher percentage contribution from any other acting or non-acting Owner under the rule of law regarding liability of negligent or willful acts or omissions. Furthermore, if any designated parking area Owner shall fail to maintain his designated parking area in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, upon its own initiative or upon the request of the Architectural Review Committee, shall have the right to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such designated parking area. The cost of such action by the Association shall automatically become a default assessment determined and levied against the responsible designated parking area Owner or Owners or their Lot or Lots as the case may be, and the Association may proceed in accordance with the applicable provisions of Section IV of this Declaration. No such action shall be taken unless approved by resolution duly adopted by two-thirds of the Board and then only after such Owner, or Owners, have been given written notice of the Board's intent to take such action and of such Owners' 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.

10.3 Negligent or Willful Acts. Notwithstanding any other provision of this Section X, any Owner, who by his negligent or willful acts causes a designated parking area to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such designated parking area.

10.4 Arbitration. In the event of any dispute concerning any designated parking area or any provisions of this Section X related thereto, other than the rights granted to the Board, the Architectural Review Committee and the Association, each Owner within a group of designated parking areas shall choose one arbitrator, such arbitrators shall choose one additional arbitrator, and a decision with respect thereto shall be made 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 cost of such arbitration shall be paid and directed by such arbitrators.

10.5 Common Parking Areas. In addition to the parking spaces subject to the aforesaid easements, Declarant will establish non-assigned parking spaces for each Residence on the Property (the "Common Parking Areas"). Such Common Parking Areas shall be a part of the Common Area and shall be available for use by any person entitled to park within the Property. The Association shall, however, have all rights of ownership with respect to said Common Parking Area and shall be responsible for the repair and maintenance thereof as more fully set forth in Section 7.1.1.

SECTION XI

Special Exterior Walls and Patio Easements

11.1 Special Exterior Walls. Each detached cluster Residence shall contain one windowless exterior wall (the "Special Exterior Wall") which shall face an Adjacent Lot ("Adjacent Lot").

11.2 Yard and Repair Easements. Subject to the temporary easements hereinafter described, a perpetual exclusive easement covering the ground area adjacent to a Lot and Residence and lying within the boundaries created by the Residence, Side Yard Fences and Common Fences, in the case of a town house residence, and by the Residence, Side Yard Fences, Common Fences and the Special Exterior Wall, in the case of cluster type Residence, is hereby created for the benefit of the Owner of such Lot and Residence. Such yard easements are depicted on the plat of the Mesa, an Addition to the City of Green River, Wyoming, recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming. All yard easements may be used by the Owner of the Lot for any purposes consistent with this Declaration. In addition to the yard easement, each Owner of a Residence shall have an easement on the property surrounding an Adjacent Owner's Residence, whether the same is located on such other Owner's Lot, the perpetual easement above described, or the Common Area, for the purpose of temporarily utilizing

ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall or the roof of a Residence. Such easement shall be of a temporary nature and shall only for such reasonable period of time as is required to make such repairs or perform such maintenance. Such temporary easement shall extend onto such other Owners' Lot, perpetual easement, or the Common Area for only such distance as is reasonably required to undertake and perform such repair and maintenance work. Any Owner exercising his right hereunder to enter upon another Lot or Easement Area for the purpose of maintenance of his own Lot shall be liable for any damage which occurs as a result his exercising such right, including the restoration of the surface to its prior condition.

11.3 Rights of Owner with Respect to Maintenance of Special Exterior Wall. The Owner of the Residence containing a Special Exterior Wall shall have the right at all reasonable times to enter the yard easement area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining, or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

11.4 Restrictions on Owner of Adjacent Lot. The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such wall, such as wires, trellises and plantings; defacing the wall in any manner; placing graphics or other design work (whether painted or otherwise) on the special exterior wall; or using the wall as a playing surface for any sport.

11.5 Restrictions on Owner with Residence Containing Special Exterior Wall. The Owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching anything to such wall or from altering it in any way other than painting the wall in such manner as shall be approved by the Board or the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

SECTION XII

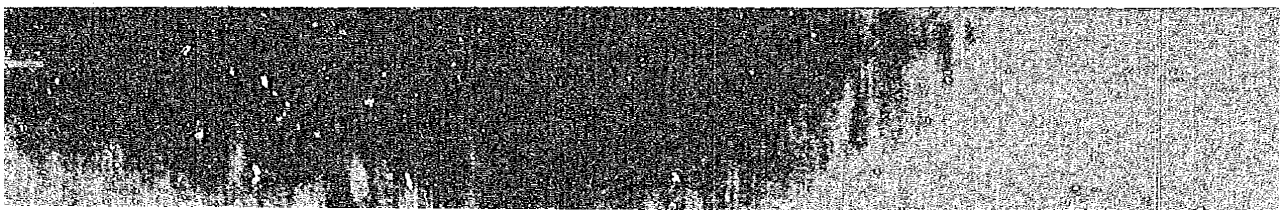
Other Easements



12.1 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, hedge, patio, barrier, or other 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.

12.2 Encroachments Upon Lots and Common Area. The Property and all portions thereof, shall be subject to an easement for encroachments created by construction, settling, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance thereof shall exist. There shall exist on the boundaries of each Lot and on all Common Area an easement, for the benefit of all adjacent Lot Owners and the Association, for the erection or replacement of any Side Yard Fence, Common Fence, walkways, paths, or other like areas so long as such fence, walkway, or path does not interfere with an Owner's reasonable use of his Lot and so long as the upkeep, maintenance, and repair of any such fence, path, or walkway is and remains the responsibility of the adjacent Lot Owner, or the Association, as the case may be, as if such fence, walkway, or path were constructed wholly on such adjacent Owner's Lot, or the Common Area, as the case may be. Such easement, subject to the terms and provisions of this Declaration, shall run with each Lot and be deemed appurtenant thereto.

12.3 Utility Easements. In addition to the easements contained in Section 12.1 and Section 12.2, there is hereby created for the benefit of the Declarant and the Association, an easement upon, across, over, and under all Common Areas, Private Roads, Lot boundaries, Side Yard Fences and Common Fences, 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 antenna 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 on the Common Areas and Private Roads within the Property and to affix and maintain electrical and telephone wires, circuits, and conduits on, above, across, and under boundaries of Lots, the roofs and exterior walls of the Residences and all improvements situated on the Common Area. Notwithstanding anything to the contrary contained in this Section 12.3, no water, sewer, gas, telephone, electrical, or antenna lines, systems, or facilities may be installed or relocated over, across, and on the Lots, Common Area, Private Roads, Side Yard Fences or Common



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Fences 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, or under any part or all of the Common Areas, Private Roads, boundaries of Lots, Side Yard Fences or Common Fences of the Property without conflicting with the terms hereof. The easement provided for in this Section 12.3 shall in no way affect, avoid, extinguish, or modify any other recorded easement on the Property. Declarant shall not exercise any right which it has hereunder without prior approval of the Federal Housing Administration or the Veterans' Administration.

12.4 Underground Electric Service. In addition to the easements contained in Section 12.1 and Section 12.3, the utility company furnishing the electrical service shall have and is hereby granted a two-foot wide easement within each Lot along and centered on the underground electric power service conductors installed from the utility company's easement to the designated point of service on the respective Residence. The foregoing easements for the underground electrical service may be crossed by driveways and walkways provided that prior arrangement with the appropriate utility company furnishing such electrical service has been made. Such easements for the underground electrical service shall be kept clear of all other improvements, including buildings, patios, or other pavings (other than crossing walkways or driveways) and no electrical utility company using the easements shall be liable for any damage done by it or its agents or employees to shrubbery, trees, flowers, or other improvements of the Owner of the Lot covered by said easement.

12.5 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 all roads and 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.

12.6 Maintenance Easement. An easement is hereby granted to the Association, its officers, agents, and employees and to any management companies selected by the Association, upon, across, over, and under the Common Area, Private Roads, Lots, Residences, Side Yard Fences and Common Fences to perform any duties of maintenance and repair of the Residences, Common Area, and Private Roads as provided for in this Declaration.

12.7 Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents, and employees to enter upon, across, over, and under any Lot for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of a Lot so as to improve the drainage of water from the Lots or Common Area. It shall be the responsibility of each Owner to take appropriate measures, whether by landscaping or otherwise, to protect an Adjacent Owner's Lot or the Common Area from water running off of such Owner's roof onto an Adjacent Owner's Lot or onto the Common Area and no Owner shall have liability or otherwise be responsible to any other Owner or to the Association for any loss, expense or damage resulting from such roof runoff.

12.8 Annexation Easement. Declarant, for itself and its successors and assigns, hereby retains a right and easement of enjoyment in and to the Common Area and Private Roads and a right and easement of ingress and egress upon and across the Common Area and Private Roads for the benefit of any other property or properties which Declarant may annex hereto in accordance with Section 13.2 and for the benefit and use of Declarant, its successors and assigns, and any owners, family members, guests, invitees, tenants, or contract purchasers of any portion or portions of such property or properties. In the event that Declarant exercises its right hereunder and any portion of the Common Area is damaged as a result of such exercise, Declarant shall be liable for such damages and shall restore said Common Area to the condition in which it was prior to such exercise.

12.9 Private Road Easements. In addition to the easements created by this Section XII, every Owner of a Class I or Class II Lot, the members of such Owner's family and guests and invitees shall have a non-exclusive easement over, above and across the Private Roads.

12.10 Utility Easements. In addition to the foregoing easements, Declarant does hereby reserve the right to grant such easements as may be reasonably required over, across and under Lots or the Common Area for the purpose of providing water, sewer, gas, electric, telephone or other utilities to the Lots or Common Area or other properties adjacent thereto. In addition, Grantor reserves the right, in its discretion, to convey the water mains and other lines serving the Lots and Common Area to any quasi-municipal district or to a State regulated utility for the purpose of providing water service to the Lots and Common Area; provided, however, that such conveyance shall not result in a discontinuance of water service to the Lots or Common Area. Declarant shall not exercise its rights under this section without the prior approval of the Federal Housing Administration or the Veterans' Administration.

SECTION XIII

Annexation

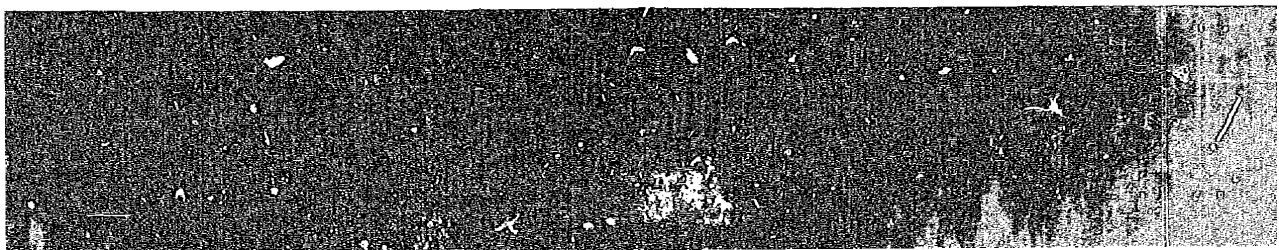
13.1 By the Association. The Association may at any time and from time to time annex additional residential properties and common area to the Property and may add additional members to its membership under the provisions of Section III; provided, however, that such annexations shall require the approval of at least two-thirds of the Class I voting membership of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose and the approval of the Class II member thereof.

13.2 By Declarant. If at any time or times prior to December 31, 1983, Declarant, or its successors or assigns, should develop the property described on Exhibit "B" attached hereto and by this reference made a part hereof, then such property or properties may, at the sole discretion of Declarant, or its successors or assigns be annexed to the Property and become subject to the provisions of this Declaration without requiring, needing, or obtaining the approval of the Association, the Board, or any Owners. Any instrument of annexation hereunder by Declarant, its successors and assigns, may also contain additional or other covenants, conditions, restrictions, easements, reservations, and other provisions therein which are applicable to the property or properties thereby being annexed. Declarant hereby specifically declares that the provisions of this Section 13.2 are necessary and desirable in order for it to develop the Property and the above-described property, or portions thereof, in an orderly and complete development and represents that if the Declarant makes additional Property subject to this Declaration any improvements constructed on such additional property will be of comparable quality and price and will be aesthetically comparable to the then existing improvements on the Property. Declarant shall not exercise its right under this Section without the prior approval of the Federal Housing Administration or the Veterans' Administration.

SECTION XIV

Burdens and Benefits of this Declaration

14.1 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, and upon all property annexed in accordance herewith.



14.2 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.

SECTION XV

Duration and Amendment

15.1 Duration and Extension. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall thereafter be automatically extended for successive periods of five (5) years unless otherwise terminated or modified as hereinafter provided.

15.2 Amendment and Modification. Subject to Section 15.3, 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 per cent (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 Developer as required herein) in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

15.3 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: Section I, Section 3.3 (including Section 3.3.1 and Section 3.3.2), Section 3.4 (including Section 3.4.1 and Section 3.4.2), Section 8.2, Section 8.3, Section 8.5, Section 8.9, Section 8.17, Section IX, Section X, Section XI, Section XII, Section XIII, and this Section 15.3. The rights of Declarant under this Section shall terminate at such time as Declarant is no longer an Owner of Property or on December 31, 1982, whichever first occurs.

SECTION XVI

Enforcement

16.1 Abatement and Suit. The conditions, covenants and restrictions herein contained shall run with

the land, and be binding upon and inure to the benefit of Declarant and the Owners, their successors, assigns and lessees of every Lot and Residences on the Property. These covenants, conditions and restrictions may be enforced as provided hereinafter by the Association or any Owner. Violation of any condition, covenant, restriction or reservation 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 conditions, covenants, restrictions and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

16.2 Deemed to Constitute a Nuisance. Every violation of these covenants 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, shall be applicable against every such violation and may be exercised by the Association or any Owner pursuant to Paragraph 16.1 of this Section.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the 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 exclusive.

The failure of the Declarant to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and Declarant shall not be liable therefor.

16.3 Certificate of Compliance Upon payment of a reasonable fee not to exceed Thirty and no/100 Dollars (\$30.00) and upon written request of any Owner, Mortgagee, prospective owner, lessee or prospective lessee of any property covered by these covenants, the Association shall issue an acknowledged certificate in recordable form setting forth the amounts of any unpaid assessments, if any, and setting forth generally whether or not to the best of the Association's knowledge said owner is in violation of any of the terms and conditions of these Covenants. 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 a 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 Property, Lot or Residence, as to which the request was made and that said Property, Lot or Residence is in conformance with all the terms and conditions of these Covenants.

SECTION XVII

Effects of Development Plan, Plats, And Other Documents Filed With The County of Sweetwater And Amendment Thereto

17.1 General Information Regarding Development Plan. The Development Plan of the Planned Unit Development of which the Property is a part, the preliminary or 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 Green River, 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 Green River, Wyoming. The Plan and related documents constitute part of the public controls imposed by the governmental entities upon developers, Owners, Residents and users of the Planned Unit Development and do not create, and are not intended to create, any private property or contract rights in the Owners and Residents of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the residents when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the aforementioned offices describes a plan of development which Declarant believes will provide maximum benefit to the residents, Owners and the public. During an extended 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 residents, Owners 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 Planned Unit Development 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.

17.2 Rights Reserved. Declarant expressly reserves to itself, its successors and assigns the right to amend any Plan for the Property or any additional Property which is hereafter annexed pursuant to Article XIII hereof; so long as:

17.2.1 Such amendment does not alter the Lot lines of any Lot which has been conveyed to any Owner;

17.2.2 Such amendment does not materially reduce the amount of Common Area within the Property available to an Owner for such Owner's use and enjoyment; and

17.2.3 Such amendment has the prior approval of the Federal Housing Administration.

17.3 Prior Approval Requirements. As long as there is a Class II 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.

SECTION XVIII

Miscellaneous

18.1 Non-Waiver. Failure by the Declarant, the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

18.2 Severability. The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

18.3 Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the

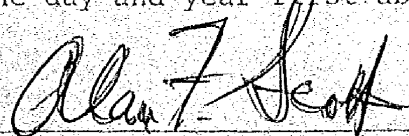
plural shall include the singular, and the use of any gender shall include all genders.


18.4 Captions. The captions to the Sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed to define, limit, or otherwise describe the scope of this Declaration nor the intent of any provision hereof.

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

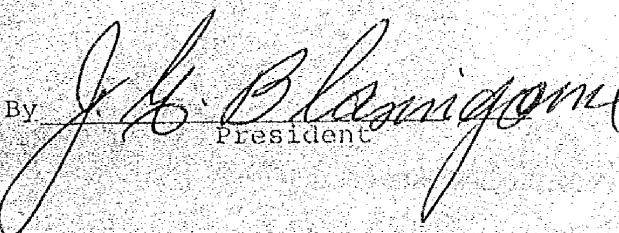
18.6 Non-Waiver. All of the conditions, covenants, restrictions and reservations contained in this Declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions and reservations, or any part thereof, is invalid, or for any reason become unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof shall be thereby affected or impaired.

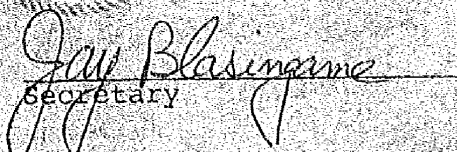
IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first above written.


Alan F. Scott


Roy Jacobsen

SEBCO, Inc.

By 
President


Secretary

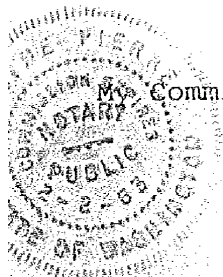


Washington
 The State of ~~Wyoming~~)
 KING : ss.
 County of ~~Sweetwater~~)

The foregoing instrument was acknowledged before
 me by Alan F. Scott this 30th day of June,
 1981.

Witness my hand and official seal.

Pauline Guire
 Notary Public



Commission Expires: 2/2/83

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

The foregoing instrument was acknowledged before
 me by Roy Jacobsen this 4 day of November,
 1981.

Witness my hand and official seal.

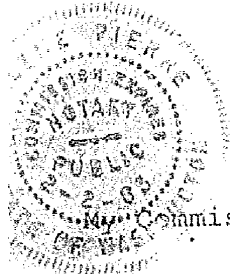
Martha Menasco
 Notary Public

My Commission Expires: July 25, 1984

Washington
 The State of ~~Wyoming~~)
 KING : ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before
 me by J. G. BLASINGAME, President of SEBCO,
 Inc., this 30th day of JUNE, 1981.

Witness my hand and official seal.



Pauline Pierre
 Notary Public

Commission Expires: 2/2/83

EXHIBIT "A"

A piece, parcel or tract of land contained within The Mesa, an Addition to the City of Green River, Sweetwater County, Wyoming as the same is identified in the Plat recorded in Book of Plats at Pages 266, 266A and 266B, being more particularly described as follows:

Beginning at a point that lies South $86^{\circ}49'34''$ East a distance of 686.407 feet from the west quarter corner of said Section 26, said point being located on the southerly line of Monroe Avenue in the City of Green River, Wyoming; thence North $88^{\circ}09'33''$ East along said southerly line of Monroe Avenue, a distance of 206.8 feet, to a point on a curve to the right having a radius of 20.00 feet, thence along said curve through a central angle of $86^{\circ}43'27''$ a distance of 30.27 feet, to a point on a curve to the left, having a radius of 330.0 feet, along the westerly line of West Teton Boulevard; thence along said curve, through a central angle of $49^{\circ}01'23''$, a distance of 282.35 feet; thence South $54^{\circ}08'23''$ East, continuing along said westerly line of West Teton Boulevard, a distance of 100.00 feet, to a point on a concave curve having a radius of 270.00 feet; thence along said curve, through a central angle of $55^{\circ}56'23''$ a distance of 263.61 feet; thence South $1^{\circ}48'00''$ West along said westerly line of West Teton Boulevard, a distance of 168.98 feet to a point on a concave curve, the radius of which is 20.00 feet; thence along said curve, through a central angle of $90^{\circ}00'00''$, a distance of 31.42 feet to a point on the northerly line of Shoshone Avenue; thence North $88^{\circ}12'00''$ West along said northerly line of Shoshone Avenue, a distance of 354.71 feet to a point on a curve to the right, the radius of which is 570.00 feet; thence along said curve, through a central angle of $18^{\circ}12'00''$, a distance of 181.06 feet; thence North $70^{\circ}00'00''$ West continuing along said northerly line of Shoshone Avenue, a distance of 29.35 feet; thence North $2^{\circ}32'46''$ East a distance of 669.13 feet to the true point of beginning, excepting therefrom Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60.

EXHIBIT "B"

Lots 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 of The Mesa, an Addition to the City of Green River, Sweetwater County, Wyoming, as the same is identified in the Plat recorded in the Book of Plats at Pages 266, 266A and 266B.