

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

TO THE PUBLIC

DATED _____

DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SLEEPY HOLLOW, FIRST PHASE

THIS DECLARATION, made on the date hereinafter set forth by SUCHOR INVESTMENTS, INC., a Wyoming Corporation hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, DECLARANT is the owner of certain property in Campbell County, Wyoming, which property is more particularly described upon the plat map that is filed for record with the County Clerk and Recorder of Campbell County in connection with the subdivision designated by Campbell County as "SLEEPY HOLLOW, FIRST PHASE" which boundary is more particularly described in Exhibit "A" attached hereto.

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

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

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to SLEEPY HOLLOW HOMEOWNERS ASSOCIATIONS, INC., a non-profit Wyoming Corporation, its successors and assigns.

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

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

Section 4: "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area, if any, to be owned by the Association shall be conveyed by the DECLARANT, in one or more parcels, and shall be described and delineated on the recorded plat map in Book _____ of Photo, Page _____ of the records of Campbell County, Wyoming or on future recorded plat maps.

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

Section 6: DECLARANT shall mean and refer to SUCHOR INVESTMENTS, INC. their successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the DECLARANT for the purposes of development.

Section 7: "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8: "Class A Lots" shall mean and refer to any lot which has been conveyed to an owner other than the DECLARANT.

Section 9: "Class B Lots" shall mean and refer to any lot that has not been conveyed from the DECLARANT of development.

Section 10: The term "covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens, and charges imposed by or expressed in this DECLARATION.

Section 11: The term "Board of Directors: or "Board" used herein, shall mean and refer to the duly elected Board of Directors of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

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

ARTICLE III

PROPERTY RIGHTS

Section 1: OWNERS EASEMENTS OF ENJOYMENT: Every owner shall have a right and an easement of enjoyment and use in and to the Common Area, if any, and to the pressurized water system including all wells, pumps, and storage facilities, and to the sewage collection system including the sewage treatment facilities, and to the streets and walkways within said properties.

which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to assess and charge a reasonable maintenance, operation and usage fee for said utilities and streets and to charge a reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if any, and to impose such charge or assessment as a lien against any property for which such charge or lien has not been paid in accordance with these DECLARATIONS, By-Laws and Articles of Incorporation:

(b) the right of the Association to suspend the voting rights and right to use said utilities and facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations:

(c) the right of the Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded:

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving or operating said systems and facilities and in aid thereof to mortgage said properties and the rights of such mortgages in such properties and the rights of such mortgages in such properties shall be subordinate to the rights of the homeowners hereunder:

(e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and usage fees with respect to said utility facilities and to determine the time and manner of use of the recreation facilities by the members.

Section 2: DELEGATION OF USE: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment and use in and to the Common Area, facilities and said utilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

USE OF RESIDENTIAL LOTS AND COMMON AREA

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

Section 2: ANIMAL CONTROL: No animals livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other usual and ordinary household pets; provided they are not kept, bred, or maintained for any commercial purposes. All household pets will be kept, and maintained in accordance with all applicable Federal, State, and Local Laws and Ordinances pertaining to health, sanitation, and control, including the applicable lease law.

Section 3: COMMERCIAL USE: No part of the Residential Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile storing, vending or such other non residential purposes including but not limited to stores, shops, repair shops, storage or repair garage, restaurant, dance hall, or other public place of amusement, except DECLARANT, its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 4: SIGNS: No sign of any kind shall be displayed to the public view on any lot except for one professional sign of not more than one (1) square foot; one sign of not more than five (5) square feet advertising the property for sale or rent; one sign for not more than five (5) square feet advertising an occasional "garage" or rummage sale; or one sign used by a builder to advertise the property during the initial construction and sale period.

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

Section 6: PARKING: No truck, bus, trailer, camper, boat, nor machine (not including automobiles and pickup trucks) shall be parked on any street or front yards except for loading or unloading within a reasonable time. No unlicensed vehicle or unuseable vehicle shall be parked on any street or lot at any time.

Section 7: DRILLING: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot nor within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 8: BURNING: No open burning of trash or rubbish, nor incineration of garbage will be permitted on any lot.

Section 9: TRASH COLLECTION: All rubbish, trash, and garbage shall be stored temporarily in sanitary containers and shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All refuse containers, woodpiles, and storage areas shall be obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 10: OFFENSIVE ACTIVITY: No Noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 11: YARD RESTRICTIONS: No building shall be located on any residential lot nearer than twenty five (25) feet to the front property line, nor nearer than twenty five (25) feet to any side street property line, nor nearer than five (5) feet to any side lot property line, nor nearer than twenty two (22) feet from the rear property line. No structure of a permanent nature shall be built within a utility easement. For the purposes of this covenant, eaves, steps, and open porches shall not be considered, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 12: FENCES: Security of privacy fences may be erected across backyards and from the rear of the lot to the front of the house. Ornamental fences may be erected in front yards providing written approval has been obtained from the Homeowners Associations.

Section 13: CONSTRUCTION: All construction shall be new and shall be placed upon a permanent foundation. No structure shall be erected or permitted to remain on any lot other than one detached, single-family dwelling and a private garage not to exceed a capacity greater than three cars.

Section 14: LIVING AREA: The ground floor area of the main structure of any building erected on any residential lot, exclusive of open porches and garages, shall be not less than 850 square feet.

Section 15: OTHER USES: No store, shop, repair shop, storage, or repair garage, restaurant, dance hall, nor other public place of amusement or any similar business or commercial enterprise shall be conducted upon any residential area.

Section 16: COVENANTS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to the change of said covenants in whole or in part.

Section 17: COMMON AREA: The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

Section 18: ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant; either to restrain violation or recover damages. Invalidation of any one of these covenants by judgement or other order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

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

CLASS A: Class A members shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When two or more persons are stockholders in a corporation holding an interest in any Lot, one, and only one, shall be a member for voting purposes.

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

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, (upon the conveyance of 75% of the units), or

(b) On December 31, 1980.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: The DECLARANT, for each lot owned within the properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual, or more frequent if necessary for operating reasons, assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be

a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the maintenance, preservation and operation of the pressurized water system, including wells, and pumps, sewage facilities, streets, and of the Common area, if any.

Section 3: MAXIMUM ANNUAL ASSESSMENT: Until January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum equal assessment shall be Three Hundred Dollars (\$300.00) per lot. Twenty-five (\$25.00) dollars per month.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased year by year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Section 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS:

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

Section 5: NOTICE & QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 3 AND 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than forty-five (45) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitles to case, sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement

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

Section 6: RATE OF ASSESSMENT: Both annual and special assessments must be fixed at uniform rate for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five (25%) percent of the amount of the assessments upon all Class A Lots and may be collected on a monthly basis.

Section 7: DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS
DUE DATES: The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by DECLARANT. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association or its assigns shall collect each month from the owner of each Lot one-twelfth (1/12) of the annual assessment for such Lot. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8: EFFECT OF NONPAYMENT OF ASSESSMENT - REMEDIES OF THE ASSOCIATION:

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

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

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

II. The name of the Owner of record or reputed Owner of the lot;

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

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

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

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

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

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. INSURANCE ASSESSMENTS: The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for the buildings and improvements subject to the jurisdiction of the Association, excepting of course individually owned residences and other structures, against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or construction work in the event of damage or destruction from any hazard, and shall also obtain a board form public liability policy covering all Common Area, if any, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, 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 building, buildings, or other improvements. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall

levy a special assessment against all owners in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and construction, such excess shall be paid over to the owners in such proportions as the Board of Directors deem fair and equitable.

ARTICLE VII

The Board of Directors may in its discretion appoint a Management Committee composed of three (3) or more representative, one (1) Board member and two (2) owners to supervise the management of the maintenance, preservation and use of the utilities, Common Area, if any, and related facilities described hereto.

ARTICLE VIII

CAMPBELL COUNTY COMMISSIONERS

Pursuant to the Subdivision Regulation of Campbell County, Wyoming, in the event the Association shall fail to maintain the common facility in a reasonable order and condition in accordance with the original plan submitted with the final subdivision plat, the Board of County Commissioners shall serve written notice upon such organization or upon residents involved, setting forth the manner in which the Association has failed to maintain the facility in a reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon; which shall be held within fourteen (14) days of the notice. At such hearing, the County may modify the terms of its original notice as to the deficiencies, and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof are not corrected within said thirty (30) days or any extension thereof, the County, in order to preserve the taxable values of the property contained within the subdivision, and to prevent the common facilities from becoming a public nuisance and public liability, may undertake to maintain the same for a period of one (1) year. Before the expiration of said year, the County, upon its initiative or upon the written request of the Association therefore responsible for the the maintenance of the common facility, call a public hearing upon notice to such Association and to the residents involved, to be held by the Board of County Commissioners, at which hearing such maintenance by the County shall not, at the election of the county, continue for a succeeding year. If the Board of County Commissioners shall determine that such Association is ready and able to maintain said common facility in a reasonable condition, the county shall cease

to maintain said common facility at the end of said year.

The cost of such maintenance by the County shall be paid by the owners of the properties within the subdivision that have a right to enjoyment or use of the common facility involved and any unpaid assessments shall become a tax lien upon said properties. The County Clerk shall file a notice of such lien in the office of the County Clerk upon the property affected by such lien within the subdivision, and shall certify such unpaid assessments to the County Treasurer for collection, enforcement and remittance of general property taxes in the manner provided by law.

The Association may not be dissolved without the prior permission of the Board of County Commissioners.

ARTICLE IX

GENERAL PROVISIONS

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

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

Section 3: AMENDMENT: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the Lot Owners. Any amendment must be recorded.

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

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of April, 1978.

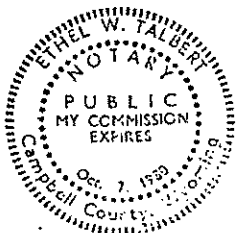
SUCHOR INVESTMENTS, INC.

Larry E. Suchor (pres)
LARRY SUCHOR

William Suchor
WILLIAM SUCHOR

STATE OF WYOMING)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 21st day of April, 1978 by LARRY SUCHOR and WILLIAM SUCHOR.



Ethel W. Talbert
NOTARY PUBLIC
My Commission Expires October 7, 1980

STATE OF WYOMING) ss. 442889.
Campbell County)
Filed for record this 8th day of Aug A. D., 1978 at 3:10 o'clock P M. and recorded in Book 432
of Photos on page 5 Fees \$ 28.00

Simon E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By [Signature]
Deputy

457006

AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SLEEPY HOLLOW, FIRST PHASE

THIS DECLARATION, made on the date hereinafter set forth by Suchor Investments, Inc., a Wyoming Corporation hereinafter referred to as Declarant; its successors and assigns consisting of Jack R. Babcock and Beverly J. Babcock, husband and wife, and Gary L. Rose and Kenna Louise Rose, husband and wife, doing business as Babcock and Rose Investments; Fireside Homes, Inc.; William Laughlin and Cecilia Laughlin, husband and wife; and Jerry E. Scroggins and Nancy J. Scroggins, husband and wife; and the undersigned owners consisting of Loran Baldwin; D. W. Birks and Jane W. Birks, husband and wife; Ronald L. Ely and Patricia Y. Ely, doing business as R. & P. Home Builders; Greene Brothers Construction, Inc.; John H. Lewis and Lynda S. Lewis, husband and wife; Kelly M. Smith and Janet L. Smith, husband and wife; and Jimmie L. Wise and Audrey J. Wise, husband and wife; and the Association.

WITNESSETH:

WHEREAS, Declarant, its undersigned successors and assigns, the undersigned Owners and the Association owning more than ninety percent of certain property in Campbell County, Wyoming, which is more particularly described as:

A Tract of land located in the NW 1/4 NW 1/4 of Section 17, and in the SW 1/4 SW 1/4 of Section 8, Township 49 North; Range 71 West, of the Sixth Principal Meridian, Campbell County, Wyoming and being more particularly described as follows:

Commencing at the NW corner of Section 17, T 49 N, R 71 W, of the 6th P.M., said corner being monumented by a brass cap and being the TRUE POINT OF BEGINNING:

Thence N 00° 10' 00" W a distance of 109.30 feet to an iron pin; Thence N 89° 50' 00" E a distance of 92.18 feet to an iron pin; Thence N73° 53' 39" E a distance of 966.74 feet to an iron pin; Thence N 89° 50' 00" E a distance of 84.65 feet to an iron pin; Thence S 00° 10' 00" E a distance of 115.00 feet to an iron pin; Thence N 89° 50' 00" E a distance of 60.00 feet to an iron pin; Thence S 00° 10' 00" E a distance of 235.00 feet to an iron pin; Thence N 89° 50' 00" E a distance of 156.99 feet to an iron pin; Thence S 00° 07' 26" E a distance of 1,295.01 feet to an iron pin; which marks the north Right-of-way to the Union Chapel Road; thence S 88° 22' 14" W along said Right-of-way line for a distance of 884.03 feet to an iron pin; Thence N 01° 37' 44" W a distance of 475.00 feet to an iron pin; Thence S

448-589
copy attached to rev

88° 22' 16" W a distance of 110.00 feet to an iron pin; Thence N 01° 37' 44" W a distance of 278.57 feet to an iron pin; which marks the beginning of a circular curve to the left; said curve having a radius of 360.00 feet, and interior angle of 80° 43' 57"; a tangent length of 306.02 feet and an arc length of 507.26 feet; thence along said curve a distance of 507.26 feet to an iron pin; thence N 00° 16' 24" E along the west section line of Section 17, T 49 N, R 71 W, for a distance of 194.82 feet to the TRUE POINT OF BEGINNING.

Excepting therefrom a tract of land located in the NW 1/4 NW 1/4 of Section 17 Township 49 North, Range 71 West, of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the NW corner of Section 17, T 49 N, R 71 W, of the 6th P.M., said corner being monumented by a brass cap; thence S 00° 16' 24" W along the west section line of Section 17 for a distance of 1,304.30 feet to a 2½" aluminum monument which marks the north Right-of-way line of the Union Chapel Road; thence N 88° 22' 14" E along said Right-of-way line for a distance of 528.85 feet to an iron pin which marks the TRUE POINT OF BEGINNING;

Thence N 01° 37' 44" W a distance of 354.61 feet to an iron pin; Thence N 73° 53' 39" E a distance of 568.23 feet to an iron pin; Thence N 89° 50' 00" E a distance of 266.80 feet to an iron pin; Thence S 00° 07' 26" E a distance of 490.01 feet to an iron pin;

which marks the north Right-of-way line of the Union Chapel Road; thence S 88° 22' 14" W along said Right-of-way line for a distance of 804.03 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 29.74 acres more or less.

SEWAGE TREATMENT PLANT SITE

LEGAL DESCRIPTION

A tract of land located in the SE 1/4 SE 1/4 of Section 7, Township 49 North, Range 71 West, of the Sixth Principal Meridian, Campbell County, Wyoming being more particularly described as follows:

Commencing at the SE corner of Section 7, T 49 N, R 71 W, of the 6th P.M., said corner being monumented by a brass cap; thence S 00° 16' 24" W along the west section line of Section 17, T 49 N, R 71 W for a distance of 3.78 feet to an iron pin which marks a point on a circular curve, said curve having a radius of 550.00 feet, an internal angle of 6° 43' 27", a tangent length of 32.31 feet and an arc length of 64.55 feet; thence along said curve in a westerly direction for a distance of 64.55 feet to a point which marks the P.T. of the curve;

Thence S 88° 21' 45" W a distance of 199.16 feet to an iron pin; Thence S 88° 21' 45" W a distance of 20.01 feet to an iron pin; Thence N 00° 10' 00" W a distance of 387.46 feet to an iron pin; Thence N 49° 10' 00" W a distance of 1,220.89 feet to an iron pin; Thence S 40° 50' 00" W a distance of 10.00 feet to an iron pin; which marks the TRUE POINT OF BEGINNING.

Thence S 40° 50' 00" W a distance of 125.00 feet to an iron pin; Thence N 49° 10' 00" W a distance of 200.00 feet to an iron pin; Thence N 40° 50' 00" E a distance of 125.00 feet to an iron pin; Thence S 49° 10' 00" E a distance of 200.00 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 0.57 acres more or less.

EASEMENT AND ACCESS TO THE
SEWAGE TREATMENT PLANT SITE

LEGAL DESCRIPTION

A tract of land located in the SE 1/4 SE 1/4 of Section 7, Township 49 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the SE corner of Section 7, T 49 N, R 71 W, of the 6th P.M., said corner being monumented by a brass cap; thence S 00° 16' 24" W along the west section line of Section 17, T 49 N, R 71 W, for a distance of 3.78 feet to an iron pin which marks a point on a circular curve, said curve having a radius of 550.00 feet, an internal angle of 6° 43' 27", a tangent length of 32.31 feet and an arc length of 64.55 feet; thence along said curve in a westerly direction for a distance of 64.55 feet to a point which marks the P.T. of the curve; thence S 88° 21' 45" W for a distance of 199.16 feet to an iron pin which marks the TRUE POINT OF BEGINNING;

Thence S 88° 21' 45" W a distance of 20.01 feet to an iron pin; Thence N 00° 10' 00" W a distance of 387.46 feet to an iron pin; Thence N 49° 10' 00" W a distance of 1,220.89 feet to an iron pin; Thence S 40° 50' 00" W a distance of 10.00 feet to an iron pin; Thence N 49° 10' 00" W a distance of 200.00 feet to an iron pin; Thence N 40° 50' 00" E a distance of 30.00 feet to an iron pin; Thence S 49° 10' 00" E a distance of 1,430.00 feet to an iron pin; Thence S 00° 10' 00" E a distance of 396.06 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 0.88 acres more or less.

AN EASEMENT FOR UTILITIES IN AND ON
THE SECONDARY ACCESS ROAD

LEGAL DESCRIPTION

A tract of land located in the NE 1/4 NE 1/4 of Section 18, Township 49 North, Range 71 West of the Sixth Principal Meridian, Campbell County, Wyoming, being more particularly described as follows:

Commencing at the NE corner of Section 18, T 49 N, R 71 W, of the 6th P.M., said corner being monumented by a brass cap; Thence S 00° 16' 24" W along the east section of said Section 18 to an iron pin which marks a point on a circular curve and the TRUE POINT OF BEGINNING; said curve having a radius of 550.00 feet, an internal angle of 6° 43' 27", a tangent length of 32.31 feet, and an arc length of 64.55 feet; Thence along said curve in a westerly direction for a distance of 64.55 feet to an iron pin which marks the P.T. of the curve; Thence S 88° 21' 45" W for a distance of 906.78 feet to an iron pin; Thence S 00° 16' 24" W for a distance of 1,303.00 feet to the north Right-of-way line of the Union Chapel Road and an iron pin; Thence N 88° 22' E along said Right-of-way for a distance of 60.00 feet to an iron pin; Thence N 00° 16' 24" E for a distance of 1,223.00 feet to an iron pin; Thence N 88° 21' 45" E for a distance of 846.78 feet to an iron pin which marks the P.T. of a circular curve to the right;

said curve having a radius of 470.00 feet, an internal angle of 7° 32' 45", a tangent length of 30.99 feet, and an arc length of 61.90 feet;
Thence along said curve for a distance of 61.90 feet to an iron pin;
Thence N 00° 16' 24" E for a distance of 80.34 feet to the TRUE POINT OF BEGINNING.

Said tract of land contains 3.47 acres more or less.

AND WHEREAS, Declarant, the undersigned successors and assigns, and the Owners will convey the lots within the said properties, subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth;

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

ARTICLE I
DEFINITIONS

Section 1: "Association" shall mean and refer to SLEEPY HOLLOW HOMEOWNERS ASSOCIATION, INC., a non-profit Wyoming Corporation, its successors and assigns.

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

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

Section 4: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area including the streets, pressurized water system and sewage disposal system as defined herein to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

ALL OF THE PROPERTIES EXCEPT THE FOLLOWING DESCRIBED LOTS:

Lots 1 through 10 inclusive, Block 1; Lots 1 through 9 inclusive, Block 2; Lots 1 through 16, Block 3; Lots 1 through 12 inclusive, Block 4; Lots 1 through 18 inclusive, Block 5; Lots 1 through 21, Block 6; Lots 1 through 15 inclusive, Block 7; of Sleepy Hollow Subdivision, Phase I, according to the official plat thereof recorded August 8, 1978, in Book 2 of Plats, pages 149 and 150 of the records of Campbell County, Wyoming.

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

Section 6: "Streets" shall mean and refer to any right-of-way dedicated to the public use, which provides vehicular and pedestrian access to adjacent lots, common areas and properties, including easements for the pressurized water system and sewage disposal system.

Section 7: "Pressurized Water System" shall mean and refer to all wells, pumps, storage facilities and water distribution facilities located upon the Properties which are not within the boundaries of a Lot operated by the Association in compliance with the rules and regulations of the appropriate governing authorities.

Section 8: "Sewage Disposal System" shall mean and refer to all sewage treatment facilities, mechanical treatment plants, settling lagoons and sewage collector facilities located upon the Properties which are not within the boundaries of a Lot operated by the Association in compliance with the rules and regulations of the appropriate governing authorities.

Section 9: "Declarant" shall mean and refer to Suchor Investments, Inc., its successors and assigns if such succes-

sors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1: Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable assessments as provided in Article V for the maintenance, operation and improvement of the streets, pressurized water system and sewage disposal system;

(b) the right of the Association to suspend the voting rights by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded;

(d) the right of the Association to borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred for the purpose of improving or operating said systems and facilities. The right in the Properties of any party so secured shall be subordinate to the rights of the owners hereunder;

(e) the right of the Association, through its Board of Directors to adopt and publish rules and regulations and

assessments as provided in Article V with respect to the streets, the pressurized water system and the sewage disposal system by the members.

Section 2: Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment and use in and to the Common Area, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III
USE OF LOTS AND COMMON AREA

Section 1: Use. Each Lot within the Properties shall be improved, used and occupied only as a private single family dwelling.

Section 2: Animal Control. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other usual and ordinary household pets; provided they are not kept, bred, or maintained for any commercial purposes. All household pets will be kept, and maintained in accordance with all applicable Federal, State, and Local Laws and Ordinances pertaining to health, sanitation, and control, including any applicable leash law.

Section 3: Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent; one sign of not more than five (5) square feet advertising an occasional "garage" or "rummage sale"; or one sign used by a builder to advertise the property during the initial construction and sale period.

Section 4: Other Structures. No structure of a temporary character such as a trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 5: Parking. No truck, bus, trailer, camper, boat, nor machine (not including automobiles and pickup trucks) shall be parked on any street or front yards except for loading or unloading within a reasonable time. No unlicensed vehicle or inoperable vehicle shall be parked on any street or Lot at any time.

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

Section 7: Burning. No open burning of trash or rubbish, nor incineration of garbage will be permitted on any Lot.

Section 8: Trash Collection. All rubbish, trash, and garbage shall be stored temporarily in sanitary containers and shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. All refuse containers, wood-piles, and storage areas shall be obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 9: Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 10: Yard Restrictions. No building shall be located on any Lot nearer than twenty-five (25) feet to the front property line, nor nearer than twenty-five (25) feet to any side street property line, nor nearer than five (5) feet to any side property line, nor nearer than twenty-two (22) feet from the rear property line. No structure of a permanent nature shall be built within a utility easement. For the purposes of this covenant, eaves, steps, and open porches shall not be considered, provided however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another lot.

Section 11: Fences. Security or privacy fences may be erected across backyards and from the rear of the Lot to the front of the house. Ornamental fences may be erected in front yards provided that written approval is first obtained from the Association.

Section 12: Construction. All construction shall be new and shall be placed upon a permanent foundation. No structure shall be erected or permitted to remain on any Lot other than one detached, single-family dwelling and a private garage not to exceed a capacity greater than three cars.

Section 13: Living Area. The ground floor area of the main structure of any building erected on any Lot, exclusive of open porches and garages, shall be not less than 850 square feet.

Section 14: Other Uses. No commercial enterprise shall be conducted upon the Properties.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1982.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

Section 3: Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be four hundred twenty (\$420.00) dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D. C.) for the preceding month of July.

(b) From and after January 1 of the year immediately

following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

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

Section 4: Special Assessments for Capital Improvements.

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

Section 5: Notice and Quorum for Any Action Authorized

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

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

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

Section 7: Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area, the streets, the pressurized water system and the sewage disposal system. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8: Effect of Nonpayment of Assessment - Remedies of the Association.

(a) Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent.

With respect to each assessment not paid with thirty (30) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment, plus interest at the rate of six percent (6%) per annum on such assessment.

(b) Enforcement of Lien: The lien upon the Lots for assessments for the Common Area, created herein, including reasonable attorney's fees, may be enforced by the Association causing to be recorded in the office of the County Clerk of Campbell County, Wyoming, a Notice of Assessment Lien, which shall state:

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

II. The name of the Owner of record or reputed Owner of the Lot;

III. A description of the Lot against which the lien has been assessed;

IV. Any other matters required by law.

The Notice shall be signed by two officers of the Association. The Notice of Assessment Lien shall also be deemed to secure all of the foregoing items which shall become due and/or incurred relative to the Lot after the recordation of the Notice of Assessment Lien plus accruing costs of the enforcement of the lien or other satisfaction thereof. No proceeding or action shall be instituted to foreclose the lien until notice of intention to proceed to foreclose the lien has been delivered by the Association to the Owner of the Lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owner or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such Lot upon its purchase. Upon payment of the full amount secured by an assessment

lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien.

(c) Curing of Default: Upon the timely curing of any default for which a Notice of Assessment Lien was filed by the Association the officers of the Association shall record an appropriate release of such lien, upon payment of the defaulting Owner, of a fee to be determined by the Association not in excess of Fifteen Dollars (\$15.00) to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

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

(e) No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

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

ARTICLE VI
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until

the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
GENERAL PROVISIONS

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

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

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


Section 4: Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5: FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: Annexation of additional properties, dedication of Common Area, including streets, pressurized water system and sewage disposal system and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 9th day of May, 1979.

SUCHOR INVESTMENTS, INC.


ATTEST:

 [Signature]

BY: [Signature]
Larry F. Suchor, President

SLEEPY HOLLOW HOMEOWNERS ASSOCIATION, INC.

ATTEST:

 [Signature]

[Signature]
Larry F. Suchor, President

BABCOCK AND ROSE INVESTMENTS

[Signature]
Jack R. Babcock

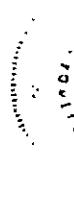
[Signature]
Beverly J. Babcock

[Signature]
Gary L. Rose

[Signature]
Kenna Louise Rose

FIRESIDE HOMES, INC.

ATTEST:

 [Signature]

BY: [Signature]
President

William C. Laughlin
William C. Laughlin

Cecilia Laughlin
Cecilia Laughlin

Gerry E. Scroggins
Gerry E. Scroggins

Nancy J. Scroggins
Nancy J. Scroggins

Loran Baldwin
Loran Baldwin

D. W. Birks
D. W. Birks

Jane W. Birks
Jane W. Birks

R. & P. HOME BUILDERS

Ronald L. Ely
Ronald L. Ely

Patricia Y. Ely
Patricia Y. Ely

GREENE BROTHERS CONSTRUCTION, INC.

Scott R. Greene
BY: Scott R. Greene
President

John H. Lewis
John H. Lewis

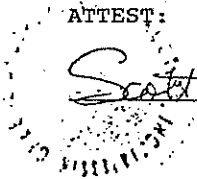
Lynnda S. Lewis
Lynnda S. Lewis

Kelly M. Smith
Kelly M. Smith

Janet L. Smith
Janet L. Smith

Jimmie L. Wise
Jimmie L. Wise

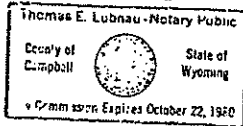
Audrey G. Wise
Audrey G. Wise



STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by the President of Suchor Investments, Inc., Larry F. Suchor, this 9th day of May, 1979.

Witness my hand and official seal.

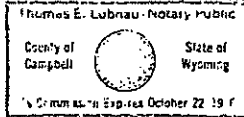


Thomas E. Lubnau
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by the President of the Sleepy Hollow Homeowners Association, Inc., Larry F. Suchor, this 9th day of May, 1979.

Witness my hand and official seal.

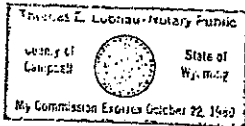


Thomas E. Lubnau
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Jack R. Babcock and Beverly J. Babcock, and Gary L. Rose and Kenna Louise Rose, of Babcock and Rose Investments, this 9th day of May, 1979.

Witness my hand and official seal.

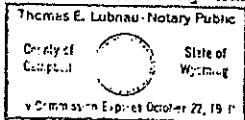


Thomas E. Lubnau
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Therese L. War, President, of Fireside Homes, Inc., this 9th day of May, 1979.

Witness my hand and official seal.

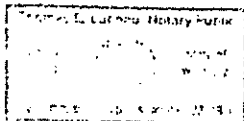


Thomas E. Lubnau
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by William C. Laughlin and Cecilia Laughlin, husband and wife, this 9th day of May, 1979.

Witness my hand and official seal.

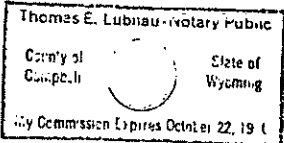


Thomas E. Lubnau
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Jerry E. Scroggins and Nancy J. Scroggins, husband and wife, this 9th day of May, 1979.

Witness my hand and official seal.

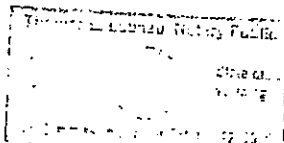


[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Loran Baldwin, this 9th day of May, 1979.

Witness my hand and official seal.

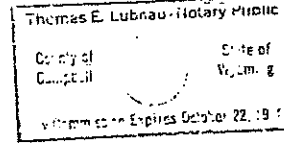


[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by D. W. Birks and Jane W. Birks, husband and wife, this 9th day of May, 1979.

Witness my hand and official seal.

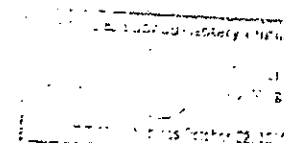


[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Ronald L. Ely and Patricia Y. Ely, of R. & P. Home Builders, this 9th day of May, 1979.

Witness my hand and official seal.

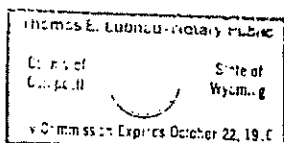


[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Mark S. Greene, President, of Greene Brothers Construction, Inc., this 9th day of May, 1979.

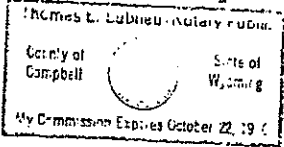
Witness my hand and official seal.



[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

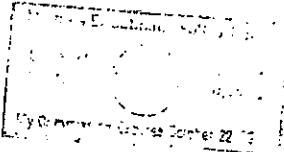
The foregoing instrument was acknowledged before me by John H. Lewis and Lynda S. Lewis, husband and wife, this 9th day of May, 1979. Witness my hand and official seal.



[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

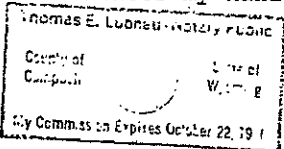
The foregoing instrument was acknowledged before me by Kelly M. Smith and Janet L. Smith, husband and wife, this 9th day of May, 1979. Witness my hand and official seal.



[Signature]
Notary Public

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me by Jimmie L. Wise and Audrey J. Wise, this 9th day of May, 1979. Witness my hand and official seal.



[Signature]
Notary Public

STATE OF WYOMING)
) ss.
Campbell County)

Filed for record this 9th day of May A. D. 1979 at 2:22 o'clock P. M. and recorded in Book 465 of Photos on page 335 Fees \$ 45.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Benjamin T. Watawat
Deputy