

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth
by RICHARD BEACH CONSTRUCTION COMPANY, a New Mexico Corporation,
hereinafter referred to as "Declarant".

WITNESSETH:

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

A tract of land located in the SW1/4 NW1/4 of Section
26, Township 50 North, Range 72 West of the 6th P.M.,
Campbell County, Wyoming; being more particularly
described as follows:

Commencing at a 1/2" iron rebar which is the SW
corner of Block 10 of the Bivens Addition to the
City of Gillette, a plat of record; thence N
89°41'18" E along the south line of Block 10
of the Bivens Addition a distance of 600 feet
to a 1/2" rebar which is the SE corner of Block
10 of the Bivens Addition and is on the west
boundary of Gurley Avenue; thence N 89°41'18" E
a distance of 60 feet to a 3/4" iron pipe which
lies on the east boundary of Gurley Avenue;
thence N 89°47'59" E along the north boundary
line of East 9th Street a distance of 60 feet
to a 3/4" iron pipe; thence S 0°04'33" E a
distance of 60 feet to a point which is the
intersection of the south right-of-way of East
9th Street and the east right-of-way of Gurley
Avenue and the true point of beginning; thence
S 0°04'33" E along said east right-of-way of
Gurley Avenue a distance of 324.0 feet to a
point which is the intersection of said Gurley
Avenue right-of-way and the south right-of-way
of Santee Drive, thence N 89°55'27" E along the
said south right-of-way of Santee Drive a
distance of 160.0 feet to a P.C. on the said
Santee Drive right-of-way; thence southeasterly
through a curve to the right of radius 41
feet an arc length of 64.40 feet to a P.T. on
said Santee Drive right-of-way; thence continuing
S 0°04'33" E a distance of 52.93 feet along the
right-of-way of Santee Drive to a P.C. on the said
Santee Drive right-of-way, thence southeasterly
through a curve to the left of 69 feet radius an
arc length of 53.85 feet to a P.T. on the said
Santee Drive right-of-way; thence S 44°47'17" E
a distance of 383.71 feet along the said south
right-of-way of Santee Drive to a P.C.; thence
southeasterly through a curve to the right of
36 feet radius an arc length of 28.27 feet to
the P.T. on said Santee Drive right-of-way;
thence S 0°12'43" W along said Santee Drive
right-of-way a distance of 69.02 feet to a point
which is the intersection of the said Santee
Drive right-of-way and the north right-of-way
boundary of 12th Street; thence S 89°47'17" E

Section 26

*Amended 5/25/79 21.5
Notice of Condemnation - 202L 287, 289*

along said 12th Street right-of-way a distance of 805.28 feet to the SE corner of said tract; thence N 0°23'03" W a distance of 840.57 feet to a point on the south right-of-way of 9th Street being the NE corner of said tract; thence S 89°47'59" W along said south 9th Street right-of-way a distance of 1301.74 feet to the true point of beginning.

From this property will be cut one hundred sixty (160) lots, said lots being more fully described in a Recorded Plat recorded in Book 1 of Plats Page 149 of the Records of Campbell County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement and development of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon and subject to which all of the Properties shall be held, improved and conveyed.

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, 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 insure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. The term "Association" shall mean and refer to INDIAN HILLS HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, its successors and assigns.

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

obligation.

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

Section 4. The term "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area is more particularly described as follows:

All of that tract described in Page One of this Declaration of Covenants, Conditions, and Restrictions,

SAVE AND EXCEPT:

Lots, 1-A thru 1-C of Tract 1, Lots 2-A thru 2-E of Tract 2, Lots 3-A thru 3-E of Tract 3, Lots 4-A thru 4-E of Tract 4, Lots 5-A thru 5-C of Tract 5, Lots 6-A thru 6-C of Tract 6, Lots 7-A thru 7-F of Tract 7, Lots 8-A thru 8-D of Tract 8, Lots 9-A thru 9-E of Tract 9, Lots 10-A thru 10-F of Tract 10, Lots 11-A thru 11-D of Tract 11, Lots 12-A thru 12-E of Tract 12, Lots 13-A thru 13-D of Tract 13, Lots 14-A thru 14-E of Tract 14, Lots 15-A thru 15-D of Tract 15, Lots 16-A thru 16-D of Tract 16, Lots 17-A thru 17-D of Tract 17, Lots 18-A thru 18-E of Tract 18, Lots 19-A thru 19-E of Tract 19, Lots 20-A thru 20-F of Tract 20, Lots 21-A thru 21-D of Tract 21, Lots 22-A thru 22-E of Tract 22, Lots 23-A thru 23-C of Tract 23, Lots 24-A thru 24-D of Tract 24, Lots 25-A thru 25-F of Tract 25, Lots 26-A thru 26-F of Tract 26, Lots 27-A thru 27-D of Tract 27, Lots 28-A thru 28-D of Tract 28, Lots 29-A thru 29-D of Tract 29, Lots 30-A thru 30-E of Tract 30, Lots 31-A thru 31-B of Tract 31, Lots 32-A thru 32-D of Tract 32, Lots 33-A thru 33-F of Tract 33, Lots 34-A thru 34-E of Tract 34, Lots 35-A thru 35-D of Tract 35, Lots 36-A thru 36-C of Lot 36.

As shown on a Recorded Plat of Indian Hills Planned Unit Development in Book 1 of Plats, Page 149 of the Records of Campbell County, Wyoming.

Section 5. The term "Lot" shall mean and refer to any of the one hundred sixty (160) building sites (which except the Common Area) on which there is or will be constructed a single family townhouse or patio unit which is individually and separately owned.

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

Section 7. 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 8. The term "Board of Directors" or "Board" as used herein, shall mean and refer to the duly elected Board of Directors of the Association.

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots and Common Area for the benefit of all Owners of 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

USE OF RESIDENTIAL LOTS AND COMMON AREA

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

Section 2, Pets and Other Animals. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereof.

Section 3, Commercial Use. No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes, except Declarant, its successors or assigns, and the owners of any tract annexed pursuant to Article XVIII hereof, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 4, Signs. Signs shall not be permitted other than a "For Sale" sign not to exceed 18" by 24" in size and posted in accordance with local laws and regulations.

Section 5, Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage except as detailed hereinafter.

Section 6, Drilling. No oil drilling, oil development oil refining, quarrying, or mining operations of any kind shall

be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7, Trash Collection. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.

Section 8, External Antenna. No Owner of any lot within the Properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extend above the roof of any dwelling unit within the Properties, unless with prior approval of the Board of Directors pursuant to the rules contained hereinafter.

Section 9. The use of Common Area parking facilities shall be in accordance with rules and regulations adopted by the Board of Directors.

Section 10. The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the open spaces and all improvements located thereon.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's 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 admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities 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, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer has been recorded;

(d) Easements and rights of access for utility lines as shown on the plat of Indian Hills.

(e) The Association's Board of Directors retains full responsibility and authority over all Common Area; therefore, no Owner shall alter landscaping, erect structures or in any way change the appearance of the Common Area without the written consent of the Board.

(f) The right of the Association to limit the number of guests of members;

(g) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area.

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

Section 3. Driveways. Ownership of each Lot shall entitle the Owner of Owners thereof to the right of ingress and egress in and upon the driveway area connected to each Lot; the

covenants and restrictions of this Declaration shall in no way vest authority in the Association to deny an Owner of a Lot with the right of egress and ingress to said Lot. No parking or storage of boats, camping equipment or disabled vehicles will be allowed on driveways or private streets.

Section 4. Greenbelts. The greenbelts shall be restricted to pedestrian and non-motorized vehicle use and shall be left open for the use of all Owners and their guests at all times.

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 (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) 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, 1977.

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 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 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 and safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. The maximum annual assessment shall be \$282.00 for each Lot, plus \$0.05 per square foot of heated area of each dwelling unit situated thereon, excluding basements, garages, porches, balconies, and patios. For the purpose of computing the annual assessment, the dwelling units located on the various lots are hereby deemed to have square foot heated area as follows:

Those Lots having 990 square feet: 8-D, 10-A, 11-D
12-A, 13-D, 15-A, 16-A, 18-A, 19-A, 20-F, 22-E, 25-F, 26-F,
30-A, 30-E, 33-A, and 34-A,

Those Lots having 765 square feet: 8-A, 8-B, 10-C, 10-E

10-F, 11-C, 12-B, 13-A, 13-A, 13-C, 14-C, 14-E, 15-D,
16-B, 16-D, 18-B, 18-E, 19-D, 19-E, 20-B, 20-D, 21-A, 21-C,
22-D, 25-A, 25-B, 25-D, 26-A, 26-B, 26-D, 27-A, 27-C, 27-D,
29-A, 29-C, 29-D, 30-C, 31-B, 33-C, 33-E, 33-F, 34-B,
and 34-E.

Those Lots having 1,219 square feet: 8-C, 9-A, 9-B,
9-E, 10-B, 10-D, 11-B, 12-C, 13-B, 14-A, 14-D, 15-B,
16-C, 17-A, 17-D, 18-C, 18-D, 19-B, 19-C, 20-A, 20-E, 21-B,
21-D, 22-C, 23-A, 24-A,, 24-C, 25-C, 25-E, 26-C, 26-E,
27-B, 28-B, 29-B, 30-B, 30-D, 31-A, 32-C, 33-B, 33-D, 34-C,
34-D, 35-D, and 36-C.

Those Lots having 1,519 square feet: 9-C, 9-D, 11-A,
12-D, 14-B, 17-B, 17-C, 20-C, 23-B, 23-C, 24-B, 24-D,
28-A, 28-C, 28-D, 32-A, 32-B, 32-D, 35-A, 35-B, 35-C,
36-A, 36-B.

Those Lots having 1,734 square feet: 2-C, 2-D, 2-E,
3-B, 3-C, 4-A, 4-B, and 4-C.

Those Lots having 2,168 square feet: 1-B, 3-A,
5-B, 5-C, 6-A, 6-B, 7-A, 7-B, 7-D, and 7-E.

Those Lots having 1,963 square feet: 1-A, 1-C, 2-A,
2-B, 3-D, 3-E, 4-D, 4-E, 5-A, 6-C, 7-C, and 7-F.

(a) From and after January 1 of the year immediately following the conveyance by Declarant of the first Lot to an Owner, the annual assessment may be increased, effective January 1 of each year, without a vote of the membership, to an amount not to exceed 105% of the annual assessment for the year preceding the effective date of the increase. Said increase shall not be cumulative.

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

(c) The Board of Directors may fix the 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, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of each class of members.

Section 5. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, exterior building surfaces, walks, driveways and other exterior improvements; such exterior maintenance shall not include glass surfaces. Maintenance and repairs as provided for above are considered to be for normal wear.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guest or invitees or caused by storm, wind, hail, snow, or other acts of God or by fire, the cost of such maintenance for repairs shall be the responsibility of the Owner. In the event the Owner does not make the necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added to and become a part of the assessment to which such Lot is subject. Section IX of Article IV shall apply to this section as it pertains to non-payment of assessment.

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

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any action

authorized under Section 3 or 4 of this Article shall be given 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 ten (10) percent 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 the same as the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Special Assessment.

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

Section 8. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots within a building unit (one or more contiguous Lots) on the first day of the month following the conveyance of the first Lot and conveyance of the Common Area. 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 office of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Non-payment of Assessments,
Remedies of Association.

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

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

- 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 or the payment of the full amount secured by the lien, or other satisfaction to be made in connection therewith. No proceeding or action shall be instituted to foreclose the lien until notice of intention

to proceed to foreclose the lien has been delivered by the Association to the Owner of the lot affected by the lien at least thirty (30) days prior to the commencement of any such action or proceeding. The assessment lien may be enforced by judicial foreclosure; provided, however, that said method of enforcement shall not be exclusive but shall be in addition to any other rights or remedies which the Owners or the Association may have by law or otherwise. The Association shall also have the right to bid at any such foreclosure sale and to hold, lease, mortgage and convey such lot upon its purchase. Upon payment of the full amount secured by an assessment lien, including all authorized charges in accordance with the foregoing, or upon any other satisfaction duly made in connection therewith, the Association shall cause to be recorded a notice setting forth the fact of such payment and/or satisfaction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lot which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot in the same manner as provided above in this Article.

c. Curing of Default. Upon the timely curing of any default for which a notice of claims or lien was filed by the Association, the officers of the Association are hereby authorized to file or 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 assessments, as above provided.

e. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor any lien created hereby, shall defeat or render invalid the lien of any mortgage 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 any Owner whose title is deprived through foreclosure or trustee's sale, or otherwise.

Section 10. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which 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 11. Notification and Rights of the Holder of

a Mortgage. (a) Upon receipt of written notification to the Association of the existence of a mortgage on any Lot by the holder thereof, the Association shall notify such holder of a mortgage, at the last known address of the holder, of any default by the Owner of such Lot in the performance of the owner's obligations hereunder which is not cured within thirty (30) days.

(b) Unless all holders of mortgage liens on individual units have given their prior written approval, the association shall not be entitled to:

(1) change the pro rate interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(2) partition or subdivide any unit or the common elements of the project.

ARTICLE VII

MANAGEMENT

1. All powers relating to management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the lots, as hereinafter set forth, shall be vested in the Association.

2. The specific and primary purposes and powers of the Association are to own, manage and maintain the Common Area, provide recreational activities for the members, foster and support community activities of the members, and the enforcement of the provisions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association Articles and By-Laws.

3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All

contracts of the Association shall be limited in duration for a period of not more than one (1) year unless they contain reasonable cancellation provisions or have been approved by a vote of a majority of each class of Members of the Association.

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

(a) Maintain the Common Area and any improvements thereon (including landscaping, furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.

(b) Maintain the roofs of dwellings and garages situated on the lots, including any necessary replacement or repair thereof.

(c) Repaint the exterior surfaces of dwellings, garages and fencing situated on the lots and Common Area, as such repainting is required in order to preserve the attractiveness of the Properties. Such exterior maintenance shall not include glass surfaces.

(d) Keep and maintain adequate fire and public liability insurance on all improvements located within the Common Area.

(e) Have the authority to obtain, for the benefit of all of the Common Areas, water, gas and electric service and refuse collection; and (if not separately metered or charged) for the benefit of the lots.

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

(g) Pay the taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

(h) Maintain and keep in force a policy of comprehensive public liability insurance insuring the

Association against any liability arising out of the ownership, use, occupancy or maintenance of the Common Area and exterior of the properties.

(i) Maintain and keep in force a master policy providing blanket coverage for each of the occupied units, covering loss or damage to the Properties in the amount of the full replacement value thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risk).

(j) Insurance required hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insurance carrier shall be instructed that each unit is to be billed separately and payment made by the owner of the respective unit. In the event that payment on a unit is delinquent 20 days or more, the carrier shall be instructed that the Home Owners Association is to be notified at least 10 days prior to expiration or cancellation of coverage. The Home Owners Association shall have the right to order said coverage on behalf of the delinquent owner and charge the cost thereof to that owner pursuant to the format prescribed for non-payment of special assessments.

(k) The Board of Directors to effect the requirements set forth in paragraphs (h) through (k) shall invite bids from all insurance agents maintaining a full-time office in the City of Gillette that represents a "Bests" AAA or better rated company. Ten days (10) after the mailing of the invitation to bid, the Board of Directors shall have the sole discretion to select the policy which they feel provides the best coverage for the Properties.

5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Owner of a lot, and a copy shall be

posted in one or more places on the Common Area where the same may be conveniently inspected.

6. The Association may do any and all other acts and things that a nonprofit corporation is empowered to do, which may be necessary, convenient or desirable in the administration of its affairs for the specific and primary purposes and meet its duties as herein set forth.

7. The Association, through its Board of Directors, shall have the authority to delegate its powers to committees, officers of the Association or its employees.

ARTICLE VIII

TITLE TO COMMON AREA

The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, prior to the conveyance of the first lot in the Properties.

ARTICLE IX

EASEMENTS

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

2. Easements through the Properties for installation and maintenance of utilities and drainage facilities are reserved as shown on the Tract map of the Properties. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of these facilities, or which may change the direction of flow of drainage channels in the easements, or which may

obstruct or retard the flow of water through drainage channels in the easements.

3. Easements over lots that are required in order that the Association may carry out its duties and powers as set forth in Article VII hereof are reserved by Declarant, its successors and assigns, for the benefit of the Association.

4. The rights and duties of the Owners of the lots within the Properties with respect to sanitary sewer and water, electricity, gas and telephone and CATV lines and drainage facilities shall be governed by the following:

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

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

5. Each lot and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant, over all adjoining lots and Common

Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be easements for the maintenance of said encroachment, settling or shifting; provided, however, that in no event shall an easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each lot agree that minor encroachments over adjoining lots shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each lot within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining lot and/or the Common Area and for the maintenance thereof. Each of the easements hereinabove referred to shall be deemed to be established upon the recordation of this Declaration and shall be appurtenant to the lot being serviced and shall pass with each conveyance of said lot.

6. Each lot and its Owner within the Properties is hereby declared to have an easement and right of ingress and egress over the adjoining lot for the purpose of providing access to the mailbox in the event that the mailbox for any particular lot is located on the adjoining lot. This easement of ingress and egress shall not be exercised so as to unreasonably interfere the adjoining lot Owner in the use of his lot.

7. Declarant hereby grants to the Association for the benefit of its Members, a non-exclusive easement for landscaping and general recreational purposes over the lots. Such easement shall be located over those portions of lots which are located between the lot lines and the exterior of the foundation walls for the structures as originally

constructed on each of the lots by Declarant. Such easement shall also include that portion of each lot which is located between the Common Area and the rear fence line as originally constructed by Declarant on each lot. The allowable uses for the property subject to the foregoing easement are restricted to landscaping (flowers, plants, lawns, surface paving, sprinklers), private streets and walkways and uses associated therewith, drainage and use as a general residential, recreational and garden area. It shall be the responsibility of the Association to maintain the property subject to the foregoing easement. There shall be excepted from this grant of easement that portion of each lot which lies within the enclosed private patios and entry areas of each of the lots as originally constructed by Declarant.

ARTICLE X

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the Provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 3. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Right to Contribution runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator; and such arbitrators shall choose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1957 (as amended) Sections 1-1048.1 through 1-1048.21.

ARTICLE XI

OWNERSHIP AND TRANSFER

1. Each lot within the Properties, shall be used pursuant to Article III Section 1 for private residential purposes only. To protect against the Properties becoming primarily a rental as against an ownership type of development Owners are restricted from owning more than one Lot simultaneously.

2. Each Purchaser of a Lot will sign a declaration at the time of closing of said purchase containing the fact that the stated purpose for purchase of said Lot is for Owner's use as a residence and not as rental property.

3. For purposes of this Article, Paragraphs 1 and 2 only, the term Owner shall exclude Sun Oil (Del.) Inc., Pacific Power and Light Company, Meadowlark Farms Inc., Atlantic Richfield

Company, and The Carter Oil Company, which previously named companies are hereby authorized and permitted to own more than 1 Lot simultaneously.

4. Upon the sale, assignment, assumption or transfer of a lot of an original owner, including the above-named companies, the subsequent purchaser shall be required to sign the above-stated declaration and abide by its terms.

5. Nothing contained in this Article shall restrict an individual owner from renting or leasing his lot if he moves out of it and chooses not to sell it to a subsequent purchaser.

ARTICLE XII

ARCHITECTURAL CONTROL

1. No building, fence, wall or other structure or additional landscaping (except all original construction by Developer within the Properties and landscaping within enclosed private patio areas and entry courts) other than landscaping installed by Declarant shall be erected, altered or repaired until the building plans, specifications and plot plans showing the location, elevation and grade lines of such building or other structure, or such other description of the proposed work as shall be furnished to and approved in writing by the Board of Directors, or by an architectural committee composed of three or more representatives appointed by the Board. One set of such plans, specifications and plot plans or other description shall be submitted to the Board or its architectural committee. The Board or its architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the Board or its architectural committee, in its absolute discretion, may impose as to the structural features of said building or other structure, the type of building material used, or other features or characteristics thereof not expressly covered by any of the provisions of this instrument, including the location of the building or

other structure with respect to topography and finished ground elevation. The Board or its architectural committee may also require that the exterior finish and color, and the architectural style or character of such building or other structure shall be such as in the discretion of the Board shall be deemed to be suitable in view of the general architectural style and character of structures erected or to be erected in the community. The repainting of the exterior surface of any building or other structure on the Properties shall be the prime responsibility of the Association and such surfaces shall not be repainted or refinished by the Owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Board or its architectural committee shall have given its written approval of such repainting or refinishing following the submission of an acceptable description of the work to be done. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve or otherwise affect any portion of the Common Area in any manner unless specifically authorized in writing by the Board of Directors.

2. Neither the Association, the Board of Directors, the architectural committee, nor any member thereof shall be responsible for structural or other defects of any kind or nature in said plans or specifications, or in the structures and improvements erected in accordance therewith.

ARTICLE XIII

BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be

enjoined, abated or remedied by appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

2. The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Owner, by the Association or its successors in interest.

3. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

4. The failure of the Association to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any lot or the improvements thereon, provided, however, that any subsequent Owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

ARTICLE XIV

NOTICES

In each instance in which notice is to be given to the Owner of a lot, the same shall be in writing and may be delivered personally, in which case personal delivery of such notice to one or two or more co-owners of a lot, or to any general partner of a partnership owning such a

lot, shall be deemed delivery to all of the co-owners or to the partnership, as the case may be, and personal delivery of the notice to any officer or agent for the service of process of a corporation owning such lot shall be deemed delivery to the corporation or such notice may be delivered by United States mail, certified or registered, postage prepaid, return receipt requested, addressed to the Owner of such lot at the most recent address furnished by such Owner in writing for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such lot, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit. Any notice to be given to the Association may be delivered personally to any member of the Board, or delivered in such other manner as may be authorized by the Association. Any notice to be given to the Association shall be delivered by the United States mail, certified or registered, postage prepaid, return receipt requested, and any notice so deposited in the mail within Campbell County, Wyoming, shall be deemed delivered forty-eight (48) hours after such deposit.

ARTICLE XV

DESTRUCTION

In the event the Common Area subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Common Area shall be as provided by agreement of the Owners representing more than fifty per cent (50%) of the voting power of the Owners. The use and disposition of insurance proceeds payable to the Association in the event of such destruction or damage shall be as determined by a majority of the voting power of the Owners.

ARTICLE XVI

CITY'S EASEMENT

Declarant hereby grants to the City of Gillette, easements over the Common Area for the following purposes: installation and maintenance of public utility lines and facilities, and access for emergency and other vehicles associated with the various governmental services which will be furnished to the Properties by the City of Gillette.

ARTICLE XVII

CONFLICTS

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

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety (90) per cent fo the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 3. 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 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 7th day of July 1975.

RICHARD BEACH CONSTRUCTION COMPANY
DECLARANT

by Rodney Oates
Vice President



STATE OF WYOMING }
COUNTY OF CAMPBELL } ss

On this 7th day of July 1975, before me personally appeared Rodney Oates to me personally known, who, having been by me first duly sworn did say, that he is the Vice-President of RICHARD BEACH CONSTRUCTION COMPANY, the corporation described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

Witness my hand and official seal.

Notary Public
Notary Public

My Commission expires: _____

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 10th day of July A. D., 1975 at 8:26 o'clock A. M. and recorded in Book 324

of Photos on page 352 Fees \$ 43.50

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

RECORDED
ABSTRACTED
(H. H. H. H.)
C.H.R.F.M.

By J. J. J. J.
Deputy

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
INDIAN HILLS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Richard Beach Construction Company, on the 7th day of July, 1975, executed a Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc. (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration Indian Hills Homeowners Association desires to modify and amend Article VI, Section 3 of the Declaration as it pertains to the maximum annual assessment.

NOW, THEREFORE, know all men by these presents that the Declaration dated July 7, 1975, shall be amended and that from and after this date the maximum annual assessment shall be as follows, to-wit:

Section 3. Maximum Annual Assessment. As of January 1, 1980, the maximum annual assessment shall be \$358.45 for each lot (which is based on the amount needed to maintain the common areas divided by 160 lots), plus an amount established on a square foot basis for roofing fund and exterior painting and repairing as follows:

Those TH-3 lots having full basements with 1,400 sq. ft. of roof area and with 1,567 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$167.63 on Lots 17-A, 17-D, 23-A, 24-A, 24-C, 32-C, 35-D and 36-C.

Those TH-4 lots having full basements with 1,400 sq. ft. of roof area and with 1,776 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$190.63 on Lots 17-B, 17-C, 23-B, 23-C, 24-B, 24-D, 32-A, 32-B, 32-D, 35-A, 35-B, 35-C, 36-A and 36-B.

Those TH-1 lots having 1/2 daylight basement with 1,800 sq. ft. of roof area and with 1,559 sq. ft. of exterior surface: Roofing fund \$63.70; painting and repair \$166.80 on Lots 11-D, 15-A, 16-A, 18-A, 19-A, 22-A, 22-E, 26-F, 33-A and 34-A.

Those TH-2 lots having 1/2 daylight basements with 1,400 sq. ft. of roof area and with 1,357 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$145.20 on Lots 11-C, 14-C, 14-E, 15-D, 16-B, 16-D, 18-B, 18-E, 19-D, 19-E, 21-A, 21-C, 22-B, 22-D, 26-A, 26-B, 26-D, 29-A, 29-C, 29-D, 33-C, 33-E, 33-F, 34-B and 34-E.

Those TH-3 lots having 1/2 daylight basements with 1,400 sq. ft. of roof area and with 1,776 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$190.00 on Lots 9-A, 9-B, 9-E, 11-B, 14-A, 14-D, 15-B, 15-C, 16-C, 18-C, 18-D, 19-B, 19-C, 21-B, 21-D, 22-C, 26-C, 26-E, 28-B, 29-B, 33-B, 33-C, 34-C and 34-D.

Those TH-4 lots having 1/2 daylight basements with 1,400 sq. ft. of roof area and with 1,985 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$212.43 on Lots 9-C, 9-D, 11-A, 14-B, 28-A, 28-C and 28-D.

Those TH-1 Lots having walkout basements with 1,800 sq. ft. of roof area and with 1,768 sq. ft. of exterior surface: Roofing fund \$63.70; painting and repair \$189.11 on Lots 8-D, 10-A, 12-A, 12-E, 13-D, 20-F, 25-F, 30-A and 30-E.

Those TH-2 lots having walkout basements with 1,400 sq. ft. of roof area and with 1,567 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$167.67 on Lots 8-A, 8-B, 10-C, 10-E, 10-F, 12-B, 13-A, 13-C, 20-B, 20-D, 25-A, 25-B, 25-D, 27-A, 27-C, 27-D, 30-C and 31-B.

Those TH-3 lots having walkout basements with 1,400 sq. ft. of roof area and with 1,985 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$212.38 on Lots 8-C, 10-B, 10-D, 12-C, 13-B, 20-A, 20-E, 25-C, 25-E, 27-B, 30-B, 30-D and 31-A.

Those TH-4 lots having walkout basements with 1,400 sq. ft. of roof area and with 2,195 sq. ft. of exterior surface: Roofing fund \$49.70; painting and repair \$235.00 on Lots 12-D and 20-C.

Those PH-2 lots having full basements with 2,700 sq. ft. of roof area and with 2,897 sq. ft. of exterior surface: Roofing fund \$94.70; painting and repair \$309.75 on Lots 1-B, 5-B, 5-C, 6-A, 6-B, 7-A, 7-B, 7-D and 7-E.

Those PH-3 lots having full basements with 2,800 sq. ft. of roof area and with 2,959 sq. ft. of exterior surface: Roofing fund \$98.70; painting and repair \$316.57 on Lots 1-A, 1-C, 4-E, 5-A, 6-C, 7-C and 7-F.

Those PH-3 lots having 1/2 daylight basements with 2,800 sq. ft. of roof area and with 3,275 sq. ft. of exterior surface: Roofing fund \$98.70; painting and repair \$350.00 on Lot 4-D.

Those PH-1 lots having walkout basements with 2,700 sq. ft. of roof area and with 2,866 sq. ft. of exterior surface: Roofing fund \$94.70; painting and repair \$306.67 on Lots 2-C, 2-D, 2-E, 3-B, 3-C, 4-A, 4-B and 4-C.

Those PH-2 lots having walkout basements with 2,700 sq. ft. of roof area and with 3,390 sq. ft. of exterior surface: Roofing fund \$94.70; painting and repair \$363.00 on Lot 3-A.

Those PH-3 lots having walkout basements with 2,800 sq. ft. of roof area and with 3,591 sq. ft. of exterior surface: Roofing fund \$98.70; painting and repair \$384.25 on Lots 2-A, 2-B, 3-D and 3-E.

(a) From and after January 1, 1980, the annual assessment may be increased effective January 1 of each year without a vote of the membership, to an amount not to exceed 105% of the annual assessment for the year preceeding the effective date of the increase. Said increase shall not be cumulative.

(b) From and after January 1, 1980, the annual assessment may be increased above the amount provided for in paragraph (a) above by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) In accordance with Article XVIII Section 2 of the Covenants which sets the requirement for amending the Covenants at a meeting of the Association held on March 10, 1980, 95.5% (147 yea, 7 nay, 6 abstention) of the homeowners voted by proxy and/or in person to adopt this Amendment. (The ballots and proxies are to be held in the Indian Hills Homeowners Association safety deposit box with the Association's other valuable documents for future reference).

IN WITNESS WHEREOF, Indian Hills Homeowners Association, Inc. has caused this Amendment to be executed this _____ 17th day of _____ April _____, 1980.

Indian Hills Homeowners Association, Inc.

By William R. Deffen
President

ATTEST:

Robert G. Smith
Secretary

STATE OF WYOMING)
)SS:
COUNTY OF CAMPBELL)

I, the undersigned, a Notary Public, of the State of Wyoming, do hereby certify that William R. Duffy and Robert G. Smith personally known to me to be the President and Secretary of Indian Hills Homeowners Association, Inc. a Wyoming non-profit corporation, subscribed to the foregoing instrument, appeared before me this 17th day of April, 1980 in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Marlene M. Crawford
Notary Public
County of Notary Public
Campbell Wyoming
County of Residence is, 1982
Campbell

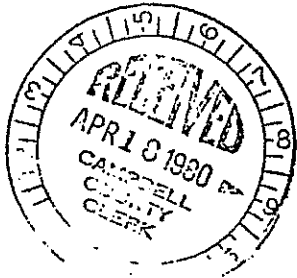
My Commission Expires:

September 28, 1982

STATE OF WYOMING)
)ss.
Campbell County)

Filed for record this 18th day of April A. D., 19 80 at 9:02 o'clock A. M. and recorded in Book 505

of Photos on page 215 Fees \$ 16.25 476538
Virion E. Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Marlene M. Crawford
Deputy



486394

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS

WHEREAS, RICHARD BEACH CONSTRUCTION COMPANY, a New Mexico Corporation, filed for record an instrument entitled, "Declaration of Covenants, Conditions and Restrictions" which declaration was dated July 7, 1975, and filed for record on the 10th day of July, 1975, in Book 324 of photos on pages 352 thru 380 thereof; and

WHEREAS, said instrument effected the lands described in Exhibit A hereto; and

WHEREAS, said declaration cannot be amended without the written approval of at least ninety percent (90%) of the Lot Owners; and

WHEREAS, the names of all record owners are described in Exhibit B attached hereto; and

WHEREAS, at least ninety percent (90%) of the Lot Owners are desirous that said declaration be amended as hereinafter set forth and are therefore executing this document.

THEREFORE, said Lot Owners hereby amend the above described Declaration as follows:

I.

ARTICLE VII, Section Four, (i), shall be deleted and in its place there shall be the new provision which shall read as follows:

STATE OF WYOMING
Campbell County

Filed for record this 26th day of Sept. A. D., 19 80 at 1:00 o'clock P. M. and recorded in Book 525
of PHOTOS on page 162 Fees \$ 38.50

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By 486394
Shirley Mills
Deputy

Section 4INSURANCE

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

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, shall obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the

Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for the Owners.

SECTION 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the Properties, the Association shall repair or replace the same from the insurance proceeds available.

SECTION 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

II.

ARTICLE XI shall have added thereto an additional provision which shall be denominated as Paragraph 6 and shall read as follows:

6. Notwithstanding any of this Article XI to the contrary, no part of this Article XI shall apply to the Federal Housing Administration (FHA) or the holder of any mortgage or deed of trust insured by FHA.

712292

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
INDIAN HILLS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Richard Beach Construction Company, on the 7th day of July, 1975, executed a Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc. (hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, Indian Hills Homeowners Association desires to modify and amend Article VI, Section 3 of the Declaration as it pertains to the special assessment for capital improvements to the properties described on Exhibit "A" attached hereto and incorporated by reference.

NOW, THEREFORE, know all men by these presents that the Declaration dated July 7, 1975, shall be amended and that from and after this date Article VI, Section 4. shall read as follows:

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized herein, the Association may levy any special assessments, for a term of years as is determined, for the purpose of paying for, defraying or planning for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, home roofs, exterior building surfaces, walks, roads, curbs, driveways, water or sewer system, light system, and other capital improvements, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the membership.

For the purpose of capital improvements the Association, through its board of directors, may enter into short or long term loans or other financing agreement and may grant a security interest or interests in the Common Areas and in any special assessment levied or to be levied to secure the repayment of any such loan.

Any special assessment levied hereunder shall be used only for the purpose for which the assessment was approved by the membership and all funds collected pursuant to such special assessment shall be maintained in an account or accounts segregated from all other funds of the Association, provided however, that any special assessment funds remaining after the payment in full of the costs of the capital improvement for which the special assessment was levied may be transferred to the general fund of the Association.

In accordance with Article XVIII, Section 2 of the Covenants which sets the requirement for amending the Covenants, by written ballots the requisite 90% of the Lot Owners have voted in favor and agreed to be bound by this amendment. The ballots are to be held in a safe place by the Indian Hills Homeowners Association for future reference.

IN WITNESS WHEREOF, Indian Hills Homeowners Association, Inc. has caused this Amendment to be executed this 12 day of September, 1996.

Indian Hills Homeowners Association, Inc.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

Subscribed and sworn to before me by Nick Jensen, president and Sue C. Klus, Secretary of Indian Hills Homeowners Association, Inc. a Wyoming non-profit corporation, subscribed to the foregoing instrument, appeared before me on this 12 day of September, 1996 in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

Witness my hand and official seal.



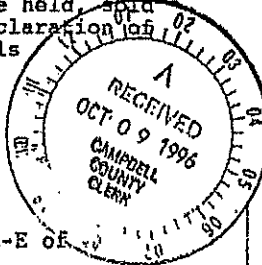
[Signature]
Notary Public

My commission expires: May 12, 1997



EXHIBIT "A"

All of Indian Hills Subdivision, according to the official plat thereof recorded in Book 1 of Plats, page 149 of the Records of Campbell County, Wyoming, including, but not limited to, the Common Area and the following described Lots, shall be held, sold and conveyed subject to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc.:



Lots, 1-A thru 1-C of Tract 1, Lots 2-A thru 2-E of Tract 2, Lots 3-A thru 3-E of Tract 3, Lots 4-A thru 4-E of Tract 4, Lots 5-A thru 5-C of Tract 5, Lots 6-A thru 6-C of Tract 6, Lots 7-A thru 7-F of Tract 7, Lots 8-A thru 8-D of Tract 8, Lots 9-A thru 9-E of Tract 9, Lots 10-A thru 10-F of Tract 10, Lots 11-A thru 11-D of Tract 11, Lots 12-A thru 12-E of Tract 12, Lots 13-A thru 13-D of Tract 13, Lots 14-A thru 14-E of Tract 14, Lots 15-A thru 15-D of Tract 15, Lots 16-A thru 16-D of Tract 16, Lots 17-A thru 17-D of Tract 17, Lots 18-A thru 18-E of Tract 18, Lots 19-A thru 19-E of Tract 19, Lots 20-A thru 20-F of Tract 20, Lots 21-A thru 21-D of Tract 21, Lots 22-A thru 22-E of Tract 22, Lots 23-A thru 23-C of Tract 23, Lots 24-A thru 24-D of Tract 24, Lots 25-A thru 25-F of Tract 25, Lots 26-A thru 26-F of Tract 26, Lots 27-A thru 27-D of Tract 27, Lots 28-A thru 28-D of Tract 28, Lots 29-A thru 29-D of Tract 29, Lots 30-A thru 30-E of Tract 30, Lots 31-A thru 31-B of Tract 31, Lots 32-A thru 32-D of Tract 32, Lots 33-A thru 33-F of Tract 33, Lots 34-A thru 34-E of Tract 34, Lots 35-A thru 35-D of Tract 35, Lots 36-A thru 36-C of Lot 36.

STATE OF WYOMING }
Campbell County }
Filed for record this 9th day of October A.D. 19 96 at 2:00 o'clock P.M. and recorded in Book 1401 of Photos on page 26-28 Fees \$ 23.50
By Dwain Saunders County Clerk and Ex-Officio Register of Deeds
By Barbara M. Jorgensen Deputy
RECORDED
ABSTRACTED
INDEXED
CHECKED
712292

720325 - *Recorded*

712292

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
INDIAN HILLS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, Richard Beach Construction Company, on the 7th day of July, 1975, executed a Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc. hereinafter referred to as "Declaration"); and

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, Indian Hills Homeowners Association desires to modify and amend Article VI, Section 4 of the Declaration as it pertains to the special assessment for capital improvements to the properties described on Exhibit "A" attached hereto and incorporated by reference. *JK*

NOW, THEREFORE, know all men by these presents that the Declaration dated July 7, 1975, shall be amended and that from and after this date Article VI, Section 4. shall read as follows:

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized herein, the Association may levy any special assessments, for a term of years as is determined, for the purpose of paying for, defraying or planning for, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, home roofs, exterior building surfaces, walks, roads, curbs, driveways, water or sewer system, light system, and other capital improvements, provided that any such assessment shall be approved by vote or written assent of two-thirds (2/3) of the membership.

For the purpose of capital improvements the Association, through its board of directors, may enter into short or long term loans or other financing agreement and may grant a security interest or interests in the Common Areas and in any special assessment levied or to be levied to secure the repayment of any such loan.

Any special assessment levied hereunder shall be used only for the purpose for which the assessment was approved by the membership and all funds collected pursuant to such special assessment shall be maintained in an account or accounts segregated from all other funds of the Association, provided however, that any special assessment funds remaining after the payment in full of the costs of the capital improvement for which the special assessment was levied may be transferred to the general fund of the Association.

In accordance with Article XVIII, Section 2 of the Covenants which sets the requirement for amending the Covenants, by written ballots the requisite 90% of the Lot Owners have voted in favor and agreed to be bound by this amendment. The ballots are to be held in a safe place by the Indian Hills Homeowners Association for future reference.

IN WITNESS WHEREOF, Indian Hills Homeowners Association, Inc. has caused this Amendment to be executed this 12 day of September, 1996.

Indian Hills Homeowners Association, Inc.

[Signature]
President

WITNESS:

[Signature]
Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

Subscribed and sworn to before me by Nick Jensen, resident and Sue C. Klus, Secretary of Indian Hills Homeowners Association, Inc. a Wyoming non-profit corporation, subscribed to the foregoing instrument, appeared before me on this 12 day of September, 1996 in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

Witness my hand and official seal.

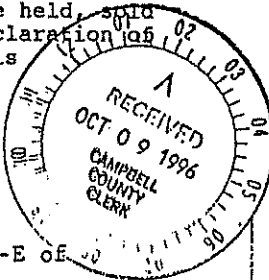


[Signature]
Notary Public

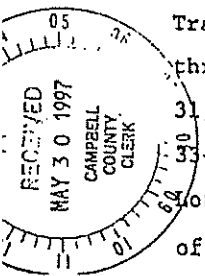
My commission expires: May 12, 1997

EXHIBIT "A"

All of Indian Hills Subdivision, according to the official plat thereof recorded in Book 1 of Plats, page 149 of the Records of Campbell County, Wyoming, including, but not limited to, the Common Area and the following described Lots, shall be held, sold and conveyed subject to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for Indian Hills Homeowners Association, Inc.:



Lots, 1-A thru 1-C of Tract 1, Lots 2-A thru 2-E of Tract 2, Lots 3-A thru 3-E of Tract 3, Lots 4-A thru 4-E of Tract 4, Lots 5-A thru 5-C of Tract 5, Lots 6-A thru 6-C of Tract 6, Lots 7-A thru 7-F of Tract 7, Lots 8-A thru 8-D of Tract 8, Lots 9-A thru 9-E of Tract 9, Lots 10-A thru 10-F of Tract 10, Lots 11-A thru 11-D of Tract 11, Lots 12-A thru 12-E of Tract 12, Lots 13-A thru 13-D of Tract 13, Lots 14-A thru 14-E of Tract 14, Lots 15-A thru 15-D of Tract 15, Lots 16-A thru 16-D of Tract 16, Lots 17-A thru 17-D of Tract 17, Lots 18-A thru 18-E of Tract 18, Lots 19-A thru 19-E of Tract 19, Lots 20-A thru 20-F of Tract 20, Lots 21-A thru 21-D of Tract 21, Lots 22-A thru 22-E of Tract 22, Lots 23-A thru 23-C of Tract 23, Lots 24-A thru 24-D of Tract 24, Lots 25-A thru 25-F of Tract 25, Lots 26-A thru 26-F of Tract 26, Lots 27-A thru 27-D of Tract 27, Lots 28-A thru 28-D of Tract 28, Lots 29-A thru 29-D of Tract 29, Lots 30-A thru 30-E of Tract 30, Lots 31-A thru 31-B of Tract 31, Lots 32-A thru 32-D of Tract 32, Lots 33-A thru 33-F of Tract 33, Lots 34-A thru 34-E of Tract 34, Lots 35-A thru 35-D of Tract 35, Lots 36-A thru 36-C of Lot 36.



3

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 9th day of October A.D. 19 96 at 2:00 o'clock P.M. and recorded in Book 1401
of Photos on page 26-28 Fees \$ 23.50 712292
Susan Saunders County Clerk and Ex-Officio Register of Deeds
RECORDED / ABSTRACTED / INDEXED / CHECKED /
By Depute Rosalee M. Jorgensen

STATE OF WYOMING } ss.
Campbell County }
Filed for record this 30th day of May A.D. 19 97 at 2:00 o'clock P.M. and recorded in Book 1431
of Photos on page 497-499 Fees \$ 23.50 720325
Susan Saunders County Clerk and Ex-Officio Register of Deeds
RECORDED / ABSTRACTED / INDEXED / CHECKED /
By Deputy [Signature]

**INDIAN HILLS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

(2019)

In order to provide and maintain a comfortable and enjoyable environment, to protect property values, to provide for the safety and well-being of residents and guests, to achieve maximum utilization of common areas and facilities, and to maintain the high integrity of Indian Hills, these Rules and Regulations have been approved by the Indian Hills Homeowners Association (IHHA) Board of Directors.

Authority to Enact Rules

These Rules and Regulations are enacted in accordance with Article VII, Section 5, which states, in part as follows: *“The Association shall adopt reasonable rules relating to the use of the Common Area and any Improvements thereon.”*

Common Area

The Common Area is fully described in the recorded Declaration of Covenants, Conditions, and Restrictions. However, the Common Area is generally described as “all land within the boundaries of Indian Hills, including all streets, walks, driveways, and the recreation center, but excepting all residential units.” This Common Area is owned, maintained, and enjoyed by all residents and their guests. Except as otherwise limited by the Declaration of Covenants, Conditions and Restrictions of the IHHA, including Article VII, Section 4 and Article VI, Section 5, the IHHA is generally responsible for the maintenance and repairs of the Common Area, including exterior maintenance upon each Lot. The IHHA’s general obligation to improve, maintain and repair the Common Area, including exterior maintenance upon each Lot, shall be further limited by these Rules and Regulations governing the IHHA and Common Area.

In order to achieve the full use and enjoyment of the Common Area, and further to promote the overall health and wellbeing of the IHHA and its Members the following rules and regulations shall apply:

1. Sidewalks and Walkways: All sidewalks and walkways are restricted to pedestrians and non-motorized vehicle traffic only. There shall be no cars, motorcycles, motor scooters, electric carts, 4-wheelers, battery operated scooters or any other motor driven vehicle permitted on any sidewalk or walkway at any time. There shall be no horses or any other animals, other than household pets on a secure leash, on any of the Common Areas at any time. All sidewalks and walkways shall be kept free and clear of all unattended items at all times. Nothing of a permanent nature shall be permitted to be installed, placed, or erected on any sidewalk or walkway.

2. Driveways: All driveways within Indian Hills are located within the Common Area. However, each resident of a unit is given exclusive right of use of the driveway serving the unit he and/or she occupies. It shall be the responsibility of each occupant to properly care for his/her driveway and keep it free and clear of all trash, snow, debris, boats, campers, inoperable vehicles or any other items such as chairs, planters, grills, etc. that will prevent access to the garage. Only **two (2)** vehicles may be parked in the driveway at one time except for those driveways that have been extended to allow for more parking.
3. Pets and Animals: The Covenants, Conditions, and Restrictions describe the types of pets and other animals (dogs, cats or usual and ordinary household pets), which may be kept within the subdivision and will be strictly enforced. No more than two (2) pets are allowed per household. Pets need to be licensed with the city and have collars and tags. Any pet on or within the Common Area shall be on a **secure leash** at all times; however, it shall not be permissible to secure the leash to any object within the Commons Area. Any damage to the Common Area by any pet shall be the responsibility of the pet's owner. The following fines will apply for animal waste or animals not on a **secure leash**. First offense \$25.00; second offense \$50.00; and, third offense \$100.00. Animal control will be called for each offense and additional fines may be assessed by the County. **This applies to any and all tenants.**
4. Landscaping: The Homeowners' Association provides maintenance of all landscaped areas, trees, and shrubs located within the Common Area. No permanent or non-permanent structure shall be erected on the Common Area. The Common Area must be kept clear of items at all times. The Association will attempt to water during times most convenient to residents. We request your help and assistance in keeping children from playing in areas during the watering period. We also ask your assistance in keeping the landscaping in good shape.
5. Streets and Parking Areas: The streets located with Indian Hills are private and owned by you as a member of the Homeowners' Association. For your safety, the speed limit is established at 10 mph and strict compliance is expected. The parking area at the Recreation Center is only for visitors and anyone renting the facility. The other parking areas are for the short term use and convenience of you and your guests. If a vehicle is parked in one of these areas for more than 24 hours a violation sticker will be placed on the vehicle and the vehicle will be towed at the Owner's expense if not moved promptly.
6. Boats, Snowmobiles, Campers and Trailers: Because of the limitation of available parking spaces, it is not possible to permit the parking of boats, campers and trailers within the Complex. If any such vehicle is parked within the Complex for more than 24 hours, a violation sticker will be placed on the vehicle and the vehicle will be towed at the Owner's expense if not moved promptly.
7. Trash and garbage collection: Be sure to secure all loose trash in a bag to reduce the amount of trash blowing around the common area. Trash and garbage collection is provided by the City of Gillette. The collection schedule is on Thursday of each week. All trash and garbage must be placed

at the street edge in front of your home and be placed in containers as required by the City. Trash containers must be moved out of the street by that night.

8. Decks and Patios: Decks and patios are not a storage area and should be clean of all debris. Only outdoor furniture will be allowed on your decks and patios. The IHHA does not paint or otherwise maintain decks and patios. Any Homeowner desiring to paint/stain any deck or patio must obtain prior approval from the Board of Directors. The IHHA will provide approved paint/stain to stay within the color scheme of Indian Hills.
9. Fencing: The IHHA is responsible for maintaining any fencing which was part of the original construction conducted by the Developer of the Indian Hills facility. Any and all fencing constructed by any individual Homeowner, tenant or guest which occurred after original construction is not considered part of the IHHA Common Area and will not be maintained or repaired by the IHHA. Any Homeowner desiring to install, repair or replace a fence must obtain approval from the IHHA Board of Directors. All fencing must be constructed in a manner such that the style, character, finish and color are substantially similar to the existing fencing within IHHA. Any Homeowners desiring to change the paint color of any fence must obtain prior approval from the Board of Directors. The IHHA may elect to provide approved paint to Homeowners for such projects at the Homeowner's expense.

Recreation Center

The Recreation Center is for the use and enjoyment of the Homeowners. Please make arrangement for its use with the office manager.

1. Every Indian Hills Homeowner in good standing will be issued one key to the west (poolside) door on the lower level of the recreation center, which includes the sauna, exercise room and restrooms and to the pool. A record will be kept of the keys issued. Only one (1) key per unit will be issued. There will be a \$10.00 charge to replace any lost keys. All Homeowners should be aware that the pool, recreation center, sauna and exercise room are equipped with video monitors.
2. Reservations for use of the upper level facilities may be made by contacting the office manager at 307-686-0679. Stipulate the parts of the facility you wish to reserve and the time. Reservation will be on a first come, first serve basis. After a reservation has been approved, a \$100.00 damage deposit will be collected, as well as \$75.00 rental fee for homeowners (not renters) and a \$150.00 rental fee for non-homeowners. Homeowners in good standing may rent the facility at no cost once per year. A key will be issued by the office manager one day prior to the reservation. The damage deposit will be returned upon return of key and inspection. Clean-up must be completed after the function – the same day as the rental. The key should be put in the mail drop after the cleanup has been completed.
3. Cleanup after a function is the responsibility of the participating homeowners or renters. Keeping the entire center clean is the responsibility of the users.
4. Please secure and lock the building as you leave.

5. No one under eighteen (18) years of age is allowed in the recreation center unless accompanied by a parent or guardian of the Indian Hills Homeowners' Association.
6. Be sure all inside lights are turned off when not in use and that the temperature is turned down to 65 degrees in the winter and that the air conditioning is turned off in the summer. If the renter does not comply with these guidelines, the renter will lose ½ of the damage deposit.

Recreation Center Clean-Up Checklist

1. For a reserved party or function a homeowner must be in attendance for the entire function.
2. All trash must be placed in trash receptacle in kitchen (garbage bags provided) and then garbage must be emptied into the dumpster.
3. No smoking inside the building.
4. Check furniture for spills or debris.
5. Clean tabletops and kitchen counter tops.
6. Clean stove and refrigerator if used.
7. Check bathrooms and make sure they are clean.
8. Sweep floors.
9. Vacuum carpet.
10. Make sure cleaning supplies are returned.
11. Turn off lights, except foyer light.
12. Turn temperature down to 65 degrees in the winter and turn off air conditioning in the summer.
13. Check and lock all doors upon leaving. The key should be put in the mail drop after the cleanup has been completed.

General Pool Area Regulations (listed on front door of entry into pool)

1. **Do not let anyone in the pool that does not have a key. Violators will be asked to return their keys.**
2. No floating toys or mats are allowed in the pool. Only floatation devices such as "noodles," life vests, "water wings" or infant floats are allowed. Violators will be asked to return their keys.
3. No running on pool deck.
4. No horseplay in or out of the water.
5. No animals in pool area.
6. Persons with communicable diseases or open sores will be prohibited from using pool.
7. No back diving from side of pool.
8. All persons entering pool must shower before entering.
9. No gum allowed in pool area.
10. No un-hemmed cut-offs will be allowed in the pool.
11. Children under 16 must be accompanied and supervised by a parent.
12. No swimming alone under age 16 – the "buddy" system should be observed for your own safety.
13. IHHA is not responsible for valuables left in pool area.
14. Do not dive off side of shallow end of pool.

15. Stay off the rope.
16. No food or glass containers are allowed in the fenced pool area. The only beverage allowed in the fenced pool area is water in clear plastic containers.
17. No alcohol is allowed in the fenced pool area.
18. No smoking is allowed in the fenced in pool area.
19. THERE IS NO LIFEGUARD ON DUTY AT THE POOL. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.

The Indian Hills Homeowner's Association Board of Directors reserves the right to enforce these Rules and Regulations in any manner deemed to be most beneficial for the Owners and Residents within the Association. Any failure by the Board of Directors to enforce any Rule or Regulations shall not be deemed a waiver of the right to enforce any such Rule or Regulation in the future.

If the Association is required to take legal action to enforce any Rule or Regulation, the Association shall be entitled to collect its reasonable attorney's fees and costs incurred in any such enforcement action.

These Rules and Regulations may be amended at any time by a majority vote of the existing Board of Directors of the Indian Hills Homeowners Association.

In the event of a conflict between these Rules and Regulations and the Declaration of Covenants, Conditions and Restrictions of the Indian Hills Homeowners Association, the terms contained within the Covenants, Conditions and Restrictions shall control.