

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF MESA ADDITION NO. 9

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 20<sup>th</sup> day of November, 2014, by Wolf Creek Properties, Inc., a Wyoming corporation (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the record owner of certain real property described as Lots 1-16, inclusive, Mesa Addition No. 9 to the City of Casper, Natrona County, Wyoming (the "Property"), as per the approved plat for Mesa Addition No. 9, Casper, Natrona County, Wyoming, a copy of which is attached hereto as Exhibit "A" attached hereto, and desires to create thereon a residential community commonly known as The Casas for the benefit of said Property and the Owners thereof; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and tracts within the Property and in order to prevent any future impairment thereof, the Declarant is desirous of subjecting the Property to the covenants, conditions, restrictions, easements, charges, and liens set forth herein, each and all of which is and are for the benefit of the Property and each Owner thereof; and

WHEREAS, In order to preserve, protect and enhance the values and amenities in the Property, and to insure the residents' enjoyment of the rights and privileges inherent in ownership of a portion of the Property, the Declarant has deemed it desirable to create an organization to which shall be delegated and assigned the powers of owning, maintaining, enforcing and administering the covenants and restrictions herein set forth, together with collecting, disbursing and accounting for the assessments and charges herein contemplated. To this end, the Declarant has caused to be incorporated under the laws of the State of Wyoming a not-for-profit corporation, the Mesa Del Sol Homeowners Association, for the purpose of exercising the aforementioned functions with respect to the Property, as designated by Declarant on the plats of the Property as recorded (or to be recorded) in the records of Natrona County, Wyoming; and

WHEREAS, as part of the development of the Property, the Declarant may further provide that the aforesaid association hold and maintain certain portions of the Property for the benefit of the owners thereof, which property may be established for roadways and sidewalks, cluster unit mailboxes and related fixtures, entrance signs, drainage easements, and the like; which areas and facilities shall be referred to herein as "Common Area"; and

NOW, THEREFORE, the Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and rights (sometimes referred to herein as "Covenants and Restrictions" or as the "Declaration"), hereinafter set forth, all of which shall run with the land, and shall be for the benefit of, as well as limiting and restricting, all future owners of any portion of the Property, to-wit:



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NATRONA COUNTY CLERK, WY  
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KEITH P TYLER

ARTICLE I  
DEFINITIONS

1. Lots: Each of the Lots in Mesa Addition No. 9 as shown on the plat attached hereto as Exhibit "A", as may be modified by the addition of properties pursuant to Article I, Paragraph 2, and Article V, Paragraph 8.b.

2. Property: The words "Property" or "Real Property" as used in these covenants shall mean all of the lands described in Exhibit "A", which include the Mesa Del Sol Addition and Mesa No. 9 Addition, City of Casper, Natrona County, Wyoming. Any lands added to the Property in accordance with this instrument and expressly made subject to this Declaration by written amendment filed in the office of the Natrona County Clerk shall thereafter be deemed a part of the Property for purposes of the application of this Declaration.

3. Board: Shall mean Board of Directors of the Association, the nonprofit corporation established to administer and enforce the terms and conditions of Declaration of Covenants, Conditions and Restrictions as set forth herein.

4. Association: Shall mean and refer to the Mesa Del Sol Homeowners Association, Inc., a non-profit Wyoming corporation, its successors and assigns, which association shall serve the Mesa Del Sol Addition and Mesa No. 9 Addition.

5. 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 buyers, but excluding those having such interest merely as security for the performance of an obligation.

6. Common Area: All property, including various tracts and other easements or fixtures, owned by the Association for the common use and enjoyment of the owners. The common areas to be owned by the Association will be conveyed by Wolf Creek Properties, Inc. to the Association by such instruments of conveyance as necessary or desirable. All present and future Owners do hereby grant power of attorney to Wolf Creek Properties, Inc. and/or to the Board of the Mesa Del Sol Homeowners Association, Inc. to prepare, execute and record on all owners' behalf, such documents as may be necessary to give effect to dedication and use of these common areas pursuant to these covenants. The Common Area is described as the cluster unit mailboxes and related fixtures, to be conveyed to the Association for the mailboxes, entrance signs, and the like.

7. Principal Residence: Shall mean the single family residential structure, constructed on any lot on the Property, which is the principal use of such lot, and to which other authorized structures on such lot are accessory.

8. Structure: Shall mean anything built or placed on the ground.

ARTICLE II  
MESA DEL SOL HOMEOWNERS ASSOCIATION

1. Formation: The Homeowners Association shall be incorporated as a Wyoming non-profit corporation by Wolf Creek Properties, Inc. as soon after filing these covenants as practical.

2. Membership in Mesa Del Sol Homeowners Association, Inc.: All persons, corporations, or associations who own or acquire the title in fee to any lot by whatever means acquired, shall automatically become members of the Association.

3. Authority of the Board: The Board shall have full power and authority to manage the business and affairs of the Association, and in connection therewith, to adopt bylaws to govern the Association and its activities. The Board shall have the power and authority to administer and enforce the terms and conditions of the Declaration of Covenants, Conditions and Restrictions as set forth herein. The Board shall also have authority to manage the Common Areas and the use thereof, to accept additional common areas, and to dispose of common areas that are deemed surplus.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: Wolf Creek Properties, Inc., for each lot owned by it within the Properties, hereby covenants, and the Owner of each lot, his heirs, successors and assigns, by acceptance of a deed or execution of a contract to purchase therefor, whether or not expressed in such deed or contract, is and shall be deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges, and
- b. 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 attorneys' fees, shall constitute a charge on the land and shall be a continuing lien upon the lot (being deemed to be each lot shown on the original plat) 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 Owner of the lot at the time the assessment was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, though the lien shall, in any event, continue as a charge against the lot despite a transfer of title.

2. Purpose of Assessments: The assessments levied by the Association shall be used to pay for the cost of installing and maintaining the mail boxes and related improvements, and maintaining entrance signs, if any, and otherwise for the improvement and maintenance of the Common Area.

3. Special Assessments for Other 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

constructions, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment for capital improvements shall have the assent of two-thirds (2/3) of the lot owners who cast votes in person or by proxy at a meeting duly called for this purpose.

4. Notice and Quorum for Any Action Authorized Under Sections 1(b), 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 1(b), or 3 above shall be sent to all members not less than 15 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 of the votes of the membership on that assessment 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 (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the meeting originally called for such purpose.

5. Annual Budget: The Board shall prepare an annual budget estimate for common services and the administration of the Association and fix the amount of the annual assessment based upon its estimate. The budget estimate may include a reserve for future contingencies. Such annual budget shall be prepared and approved by the Board at least thirty (30) days in advance of each annual assessment period.

6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate, except as hereinafter provided, for all lots and may be collected on a monthly basis or such other basis as agreed upon by the Board of Directors. It is further provided that no assessments will be levied against lots owned by Declarant upon which no residential improvements have been constructed.

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 date of recording these Covenants. The initial annual assessment shall be \$100.00 per year, per lot. The annual assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall thereafter fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period (which, unless changed by the Board of Directors, shall be the calendar year); provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board thereafter fixing an assessment for the annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date. The due dates shall be established by the Board of Directors. The Association shall, upon demand of the Owner or a person authorized by the Owner, 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.

8. Effect of Nonpayment of Assessments; Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may at its option bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

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 become due prior to such sale or transfer. No such sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE IV ARCHITECTURAL COMMITTEE

1. Architectural Committee: The Architectural Committee ("Committee") shall mean the Board of Directors of the Association, as said Board of Directors is constituted by Declarant when the Association is formed, and shall be constituted from time to time, in the future or a separate Environmental Committee composed of three (3) or more members named by such Board of Directors. Said Environmental Committee shall have and exercise all the powers, duties, and responsibilities set forth in this instrument.

2. Approval by Architectural Committee: No improvements, including but not limited to dwelling houses, swimming pools, tennis courts, ponds, flag poles, antennas, fences, garages, drives and parking areas, shall be constructed or altered nor shall natural vegetation be altered or destroyed unless plans for such construction or alteration be approved in writing by the Committee prior to the commencement of work.

3. Approval Process: Duplicate sets of plans and specifications for any lot improvement or alteration shall be submitted to the Architectural Committee. The plans shall include a site plan indicating the location of the proposed development, including driveways, parking areas, fences and utilities. All plans and elevations shall clearly show all external features and materials for all structures for any building or structure and must be sealed and signed by a licensed architect or engineer. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants. A fee of One Hundred Dollars (\$100.00) shall be paid to the Architectural Committee for the processing and review of all authorized buildings, structures or improvements.

The Architectural Committee shall review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from the day of submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review plans and specifications that have been submitted in accordance with these covenants within twenty (20) days from submission thereof, and inform the owner of the Architectural Committee's decision regarding approval or disapproval, then if the plans as submitted are not in violation of any specific covenant or restriction herein they shall be deemed to have been automatically approved, provided however, that any development proposed shall not restrict the flow of, or damage any water area, or impact the scenic or recreational value of any other lot owner.

The Architectural Committee shall consider the external design of any proposed structure and its proposed location in relation to surrounding structures and topography, and determine whether

the construction and location adequately conform to the rural setting, individual privacy and the irrigation and farming needs of the property.

A copy of the proposed plans and related data may be retained by the Association for its records.

The Architectural Committee shall either request that applicant post a performance bond to insure timely completion of any improvements in accordance with plans and specifications approved by the Environmental Committee and these covenants, or in the alternative, Applicant shall provide proof of a fully executed construction contract with a licensed independent contractor, together with letters of commitment for construction and permanent financing.

NOTE. Any approval given by the Architectural Committee shall not constitute a warranty, expressed or implied, of compliance with any applicable building or safety codes or for any other purposes other than the authority for the person submitting the plan to commence construction.

The Architectural Committee shall review the plans and specifications within twenty (20) days from the day of confirmed submission, and determine if the proposed use or development conforms to the requirements of these covenants. If the Architectural Committee fails to review the plans and specifications within twenty (20) days from submission thereof, and to inform the owner of the Architectural Committee's decision regarding approval or disapproval, then the plans as submitted shall be deemed to have been automatically approved, provided however, that any development proposed shall not otherwise violate these covenants or any building codes or restrictions of the City of Casper. A copy of the proposed plans and related data may be retained by the Architectural Committee for its records.

4. Architectural Committee Not Liable: The Architectural Committee and the Declarant shall not be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans and specifications. Every Owner or other person who submits plans to the Architectural Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Committee to recover any such damages. Approval by the Architectural Committee shall not be deemed compliance with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Committee to comply therewith. The Architectural Committee may, in its discretion, and upon good cause shown, grant variances to these restrictions.

5. Written Records: The Architectural Committee shall keep for at least two (2) years complete records of applications submitted to it (including one set of all architectural plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of this instrument.

ARTICLE V  
GENERAL RESTRICTIONS ON ALL LOTS

1. All lots herein shall be used exclusively for residential purposes; no building or structure shall be erected, placed, or permitted to remain on any lot therein other than one private, single-family dwelling, and approved accessory structures (e.g. storage buildings, playhouses, dog houses), which structures shall be constructed in accordance with the restrictions hereinafter set forth.

2. Except for a home office or business that does not involve seeing customers or clients at the home and is otherwise non-intrusive, no manufacturing, commercial, business, or other enterprises of whatsoever kind or nature, whether or not conducted for profit, shall be operated, maintained, or conducted on any such lot or in any structure erected or placed therein; nor shall any structure therein or any part thereof be used as a boarding or rooming house; nor shall any extractive operation for mineral or oil and gas development of any kind be conducted or permitted thereon; nor shall any signs, billboards, or advertising devices (except suitable signs used to facilitate the sale thereof) be erected, placed, or be permitted to remain on any such lot.

3. No trailer, camper, basement, garage, outbuilding, or any other structure of a temporary or mobile nature, shall be used on the lots as a place of residence or habitation, either temporarily or permanently, and, except as the same may customarily be employed by contractors for and during the construction or improvement thereon. No house trailer, mobile home, recreational vehicles, motor homes, camper-trailer, tent, shack or any other structure of a temporary or insubstantial nature shall be erected, placed on or be permitted to remain on any lot except that recreational vehicles, motor homes, camper-trailers, may be stored on the side yard portion of any lot, if it is behind the fence, put on a concrete pad, does not extend beyond the rear or the front of the home, and is not more than twelve feet in height off the ground.

4. No residence having a ground floor area of less than 1,200 square feet excluding garages, porches, and patios, shall be located on any lot; however, this restriction shall not be interpreted to preclude the location on any lot of split-level, tri-level, or two-story residences, provided that such split-level, tri-level, or two-story shall have at least 600 square feet of floor area on the main living level.

5. No building or structure for use as a place of residence or habitation shall be erected, placed, or be permitted to remain upon any Lot other than one private, single family dwelling, specifically designed for the use and occupancy of one family, together with an attached or detached garage. A separate storage building, workshop or similar outbuilding may be located on the property provided that same has been approved by the Architectural Committee, and that said structure is built of the same materials, including roofs and siding, as the dwelling, and shall not be obtrusive in height or size for the area.

6. No structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. No vehicle of a size larger than the now standard American manufactured motor car or pickup truck, and no vehicle the primary use or design of which is for the transportation of passengers for hire and no vehicles intended to be used primarily for sport, commerce or industry such as trucks, campers, house trailers, buses, boats and boat trailers, snowmobiles or snowmobile trailers, tractors and trailers, shall be parked on the streets or any of the front portions, driveways, or other ways of access or to any such lot or lots, except that occasional temporary parking of same shall be permitted subject to the right of the Architectural Committee to restrict or prohibit abuses. No tractors or tractor trailer assembly units may be parked on any areas of the lot except in connection with construction of structures on the subject property. The foregoing enumeration of certain specific vehicle types is not intended to be exclusive, but only illustrative. The intent of this paragraph is to keep streets and driveways clear of commercial vehicles and to encourage residents to park stored vehicles and equipment inside the garage or properly fenced areas.

8. No obnoxious or offensive activity of any kind, commercial or otherwise, including specifically activities productive of noise, odors, or other objectionable manifestations, visual or otherwise, shall be conducted on Lots, nor shall anything be done which may be or become an annoyance or nuisance to those owning property anywhere in the subdivision. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere except within the garage portion of a living unit.

9. No detached radio or television aerial, antenna, or satellite receiving dish exceeding 19 inches in diameter shall be permitted on any Lot, and no aerial attached to any residence or garage shall have a height exceeding three (3) feet above the roof line of the residence or garage to which it is attached.

10. Yard fences, if any, must be constructed along the rear and side Lot lines and may extend on the side Lot lines only from the rear of any Lot along the Lot boundary lines to a point on the Lot line that is at right angles to a point adjacent to the side of the house and five feet (5') from the front corner of the house or a point twenty-five feet (25') from the front Lot line, whichever is less restrictive (i.e., closer to the front lot line), provided no part of any such fence shall be forward of the front corners of any such house and there shall be no front yard fencing of any type or style. In addition, where a house is situated on a corner Lot, there shall be no fencing which extends or is situated within ten (10) feet of the public sidewalks. Fences shall not be constructed of chain link.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on public record. 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 utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, each Owner shall allow the City of Casper and its agents and employees access across and upon the Lot of the Owner for purposes consistent with this Declaration. In the event that one Lot and a portion of one or more adjoining Lots are developed as a home-site (a "Multi-Lot site"), as covered herein, any drainage and utility easements formerly platted within the new side boundaries of the Multi-Lot site shall be considered abandoned, and a replacement drainage and utility easement established along the new side boundaries of the Multi-Lot site. Each Multi-Lot site Owner hereby agrees to sign any and all further documents necessary to evidence the



abandonment of the previous easements and the establishment of the new drainage and utility easements.

12. All lots in the Addition shall be fully landscaped. A basic landscaping plan, which shall include a variety of trees and shrubs, shall be submitted to the Architectural Committee for approval. The Architectural Committee may adopt guidelines for use by owners in developing said landscaping plan. Total landscaping must be completed by the builder or home owner within one year of occupancy of the dwelling. In the event construction does not commence immediately, the lot will be required to be mowed and trimmed until construction. It is the intent of this paragraph to have fully landscaped lots once a residence is established and to keep vacant lots aesthetically appealing, maintained, and no bare spots.

13. The exterior of each home shall be approved by the Architectural Committee. Any alterations or additions to the plans originally approved by the Architectural Committee shall be resubmitted for approval. Only paints and stains of natural earth color and masonry of like colors, inclusive of white and black, shall be approved by the Committee. All structures on the lots shall have earthtone or black roofs. No modular homes are permitted on any lots. Street to house driveways shall be concrete. The owner or builder will submit plans and specifications to the Committee which are adequate to establish the type, quality and appearance of the building exterior, including proposed colors. Each homeowner shall maintain the exterior of his living unit and lot in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent and shall cause it to be repainted periodically and before the surfacing becomes weather-beaten or worn off. Any changes from the originally approved exterior colors or materials must be resubmitted for approval by the Architectural Committee.

14. In the event that the exterior of a twin home is repainted, it must be painted the same color unless the owner(s) of the adjoining twin home agrees upon a different exterior paint color and agrees to repaint his unit at the same time.

15. The locations of structures on the sites and the heights shall be designed to reduce the buildings' prominence and will blend with the site as much as possible. All improvements erected in the subdivision must be new construction only. It is the intent of the Architectural Committee to offer a subdivision that is of high standards and therefore all materials used in the home construction shall be of high quality and enhance the subdivision's appearance.

16. Rubbish containers shall be placed out of sight. No ashes, trash, rubbish, garbage or other refuse shall be stored or deposited anywhere outside of any living unit except during refuse collections unless it is concealed by fencing.

## ARTICLE VI PARTY WALLS

1. Party Wall. The wall which has been constructed as the common part of the dwelling units, including foundations, roofs, garages and fences, now situated on the Property, and which is located between said units along the approximate centerline of the common boundaries of said dwelling units shall hereinafter be defined as a Party Wall.

2. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any twin home upon any Lot and is placed on the dividing line between the Lots shall constitute a Party Wall, and, to the extent not inconsistent with the provisions of these covenants, the general rules of law regarding Party Walls and liability for damage thereto due to negligence or willful acts of omissions shall apply thereto.

3. Easement for Repair and Maintenance. As regards the Party Wall and other improvements along the property line between the respective properties, each Owner shall have a reasonable right of access to, through and over the other's adjoining property to the extent necessary for such Owner's maintenance, repair and replacement of the exterior utility connections, walls, roof and related equipment or structures; provided, however, such action shall not impair the structural integrity of either building, nor shall it adversely affect any adjacent property, nor shall it adversely alter the external appearance of the building, or unreasonably interfere with an owner's use of his property.

4. Sharing of Repair and Maintenance Costs. The cost, reasonable repairs and maintenance of the Party Wall shall be the joint and equal expense of the parties who share fee ownership of and hold cross-easements to the Party Wall. Notwithstanding any provisions of this Declaration to the contrary, the cost of repairs and maintenance of the finished surfaces of the Party Wall which are located within the interior of the dwelling units shall be the sole expense of the owner of that particular parcel.

5. Roof Replacement and Repair.

a. In the event it is necessary to re-roof the entire roofs of a twin home complex or repair portions of the roofs over each twin home, each of the parties will contribute to the cost of such re-roofing or roof repair, with each Owner to be responsible for the portion of costs attributable to their twin home unit.

b. In the event the roof of one part of the twin home shall be damaged and it is possible to repair such roof or re-roof same without substantially affecting or completely re-roofing the roof of the other living unit of the twin home, the owner who owns the living unit in need of re-roofing or roof repair shall be responsible for re-roofing such living unit or causing such repairs to be made, and said owner shall bear the entire cost thereof. Any re-roofing or roof repair made by one of the owners to the roof covering the living unit of said twin home shall be made using, whenever possible, the same style and kind of roofing material then existing on that portion of the roof of said twin home not then being re-roofed or repaired.

c. In the event of dispute over the necessity of a repair or replacement, the dispute shall be resolved by the consensus of at least two reputable roofing contractors serving central Wyoming.

d. In the event it shall become the obligation of a twin home owner(s) to re-roof or make repairs to said roof at said owner's cost or share in the cost thereof, and the other owner pays the same, then the owner paying said costs shall have a lien for the amounts so paid

upon the lot and/or applicable real estate owned by the owner failing to pay for such costs or share thereof.

6. Willful and/or Negligent Damage or Destruction. If the Party Wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or by any default hereunder of one party, such party, at its sole expense, shall rebuild said Party Wall and shall compensate the other party for any damage suffered by the non-faulting party. Each party shall be fully responsible for all acts, omissions or defaults of the occupants of their particular parcel which may cause injury to the Party Wall.

7. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, the Owner who is using the wall as a party wall may restore it, and if the other Owner thereafter makes use of the wall, such Owner shall share equally in the cost of restoration thereof without prejudice, however, to the right of an Owner using the wall as a party wall to call for a larger contribution from the other Owner using the wall as a party wall under any rule of law regarding liability for negligent or willful acts or omissions.

8. Weatherproofing. Notwithstanding any other provisions of these Covenants, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of repairing such exposure and the damages arising therefrom.

9. Utility Installations. Notwithstanding any provisions of this Agreement to the contrary, a party shall have the right to maintain and repair any utility installation located within the Party Wall, but in doing so, shall restore the Party Wall to its original condition at its sole expense.

10. Right to Modify Party Wall. After the original party wall construction described in paragraph 2 above, no party shall extend the Party Wall in length, height, depth or thickness unless agreed upon in writing by both parties and unless such modification which not be in violation of any other covenant or restriction touching and concerning the parties' properties. Any Party Wall that is extended in length, height, depth or thickness under the terms of these Covenants shall be and remain a Party Wall with all rights and duties described herein.

11. Mechanic's Lien. If either party neglects or refuses to pay their rightful share of maintenance, rebuilding or repair of a Party Wall in accordance with the terms of this Declaration within a reasonable time, then the other party may have the Party Wall repaired or rebuilt at its own discretion and shall be entitled to a mechanic's lien on the parcel of the non-paying party. In addition, such party which wrongfully fails to pay its share of expenses for maintenance, repair or rebuilding of the Party Wall shall pay all costs and expenses, including reasonable attorney's fees, of the party that is rightfully enforcing the provisions of these Covenants. The right to a mechanic's lien shall comply with the terms of these Covenants and shall be in addition to any other rights that such party may have pursuant to law or equity.

12. Rights Run with Land. The provisions of these Covenants dealing with party walls and the right of access for repair and maintenance, including the benefits and burdens, are appurtenant to and run with the land and are binding upon and inure to the benefit and burden of the successors and assigns of the parties hereto. The right of an Owner to contribution from the other owner under

these Covenants shall be appurtenant to the Lot owned by such other Owner and shall pass to such Owner's successors in title.

13. Notice. Any notice that must be given to a party hereunder will be given by delivering it or by mailing it addressed to the party at the physical address of the property.

## ARTICLE VII GENERAL PROVISIONS

1. The covenants herein contained shall be and remain in full force and effect for a period of forty (40) years from the date and after the date thereof, and shall remain in force and effect thereafter for successive ten (10) year periods unless by agreement of the majority of the then owners of lots, the terms and provisions hereof are changed, modified or abrogated in whole or in part at the end of the first forty (40) year period or at the end of any succeeding ten (10) year period.

2. The covenants herein contained shall be binding upon the undersigned and upon all their successors and assigns, as to any and all of the lots contained herein, and imposed upon as an obligation and charged against all the land and lots therein situate, for the benefit of the undersigned owners, their successors and assigns, and as a general plan for the benefit of those persons and parties who shall hereafter succeed to or otherwise acquire title to or interest in any part thereof.

3. Every person bound by these covenants is deemed to recognize and agree that it is not the intent of these covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that lenience or neglect in their enforcement shall not in any way invalidate these covenants or any part of them, nor operate as an impediment to their subsequent enforcement. No such person shall defend against enforcement on the ground of waiver or estoppel.

4. The Homeowners Association shall have the right to prosecute an action enforcing the provisions of any of these covenants by injunctive relief, on behalf of itself and all or part of the lot owners. In addition, each owner shall have the right to prosecute for injunctive relief and for damages by reason of any covenants violation. The prevailing party shall be entitled to its costs, including reasonable attorney's fees, incurred in enforcing these covenants.

5. Should any part of parts of these covenants be declared invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining covenants.

6. The conditions, restrictions, stipulations, agreements and covenants contained herein shall not be waived, abandoned, terminated or amended except by written consent of the owners holding seventy percent (70%) of the votes. Any such amendment shall be ineffective until same shall have been placed of record in the office of the Natrona County Clerk.

7. Each owner, other than Declarant, shall be entitled to one vote per lot for purposes of electing Architectural Committee members as per paragraph 4 above, and amending these covenants. Declarant shall be entitled to three votes for each lot owned. Owners shall be defined as a current

owner, including Declarant, of a lot in Mesa Addition No. 9 or any addition thereto platted in accordance with Article 1, Paragraph 2.

8. Declarant hereby reserves the right, from time to time for a period of up to eight (8) years from the date hereof to perform the acts and exercise the rights hereinafter specified (the "Special Declarant Rights"). Declarant's Special Declarant Rights include the following:

a. Completion of Improvements. The right to complete improvements indicated on the Plat filed with the Declaration.

b. Declarant may plat additional residential lots on adjacent lands and may thereupon extend these covenants and restrictions to said lots and thereby burden and benefit those lots by these covenants for the benefit and burden of all lots in Mesa Addition No. 9 and any additions thereto.

c. Sales Management and Marketing. The right to maintain sales offices, management offices and signs advertising the Lots anywhere within or upon any Lot owned by Declarant or Declarant's assignee.

d. Construction Easements. The right to use utility easements through any Lot for the purpose of making improvements within or upon any Lot.

e. Dedications. The right to establish, from time to time, by dedication or otherwise, or to have vacated, utility and other easements for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the subdivision.

f. Amendment of Declaration. The right to amend this Declaration in connection with the exercise of any Rights granted herein.

g. Amendment of Plat. The right to amend the Plat in connection with the exercise of any Rights granted herein.

9. Rights Transferable. Any Development Right, Special Declarant Right or Additional Reserved Right created or reserved under this Article for the benefit of Declarant may be transferred to any person or entity by an instrument describing the rights transferred and recorded in the County of Natrona, State of Wyoming. Such instrument shall be executed by the Declarant and the transferee.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 20<sup>th</sup> day of November, 2014.

WOLF CREEK PROPERTIES, INC.

By:   
Randall S. Hall, President

STATE OF WYOMING     )  
                                  ) s.s.  
COUNTY OF NATRONA    )

The foregoing instrument was acknowledged before me by Randall S. Hall, the President of Wolf Creek Properties, Inc., a Wyoming corporation, this 20<sup>th</sup> day of November, 2014.

Witness my hand and official seal.

[SEAL]

  
Notary Public

My Commission expires: June 17, 2017



