

485134

RESTRICTIVE COVENANTS AND PARTY WALLS AGREEMENT

FOR LOTS 10a THRU 16b, BLOCK 10, SUTHERLAND ESTATES PHASE V, CAMPBELL COUNTY, WYOMING.

THE RESTRICTIVE COVENANTS FOR SUTHERLAND ESTATES PHASE I, CAMPBELL COUNTY, WYOMING, AND RECORDED IN BOOK 412 OF PHOTOS, ON PAGE 230 AT THE CAMPBELL COUNTY COURT HOUSE ARE HEREBY ADOPTED FOR THE AFORE MENTIONED LOTS.

THE FOLLOWING PARTY WALLS AGREEMENT IS ALSO ADOPTED AND IS TO APPLY TO THE AFORE MENTIONED LOTS.

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. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

WITNESS MY HAND THIS 9TH DAY OF SEPT. 1980

[Handwritten signature]

STATE OF WYOMING)
COUNTY OF CAMPBELL) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GARY DAVIS THIS 9TH DAY OF SEPT. 1980.

WITNESS MY HAND AND OFFICIAL SEAL. [Notary Seal]

[Handwritten signature of Notary Public]

NOTARY PUBLIC

STATE OF WYOMING
Campbell County)

Filed for record this 9th day of SEPT. A. D. 1980 at 2:46 o'clock P.M. and recorded in Book 522

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR DUPLEX

Book 535 of Photos, Page 510

THIS DECLARATION made this 12th day of May, 1980, by Millette Properties, Inc., a Wyoming corporation, hereinafter referred to as DECLARANT.

WITNESSETH;

WHEREAS, Declarant is the owner of certain real property situated in the City of Gillette, County of Campbell, State of Wyoming, more particularly described in Exhibit A attached hereto and incorporated herein by reference commonly known as Lots 2A & 2B, Block 16, Gillette, Campbell County, Wyoming; and

WHEREAS, Delcarant desires to divide each said undivided lot and the improvements located thereon into two separate parcels, each containing one townhouse unit to be designated as Lots 2A & 2B, Block 16, Sutherland Estates, Gillette, Campbell County, Wyoming; and Phase 5

WHEREAS, Delcarant desires to convey Lots 2A & 2B Block 16 as separate units with a townhouse thereon connected by a party wall with a townhouse on the adjoining parcel of the original lot; and

WHEREAS, Declarant desires to convey said lots subject to certain protective covenants, conditions, restrictions, reservations, and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of Lots 2A & 2B Block 16 as described above, shall be held, sold, and conveyed subject to the following easements,

STATE OF WYOMING

Campbell County

Filed for record this 12th day of December A. D. 1980 at 3:48 o'clock P. M. and recorded in Book 535 of Photos on page 510 Fee \$ 24.00

County Clerk and Ex-Officio Register of Deeds

RECORDED ABSTRACT INDEXED CHECKED

By Deputy

489762

Book 535 of Photos, Page 511

reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the above-described real property and which shall run with the above-described real property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above-described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

Party Wall

1. The wall which is constructed as a common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate units constitutes the party wall in question, and shall at all times be maintained to required code standards as an adequate fire wall extending from the basement floor (if any) through to the roof of each townhouse. It is intended that the owner of each Lot shall own his townhouse unit to the center of the party wall separating his unit from the other. In addition each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall. That is, the record owner, whether one or more persons or entities, of the fee simple title to Lots 2A & 2B Block 16 shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said Lot from the adjoining townhouse unit. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Lots 2A & 2B Block 16, shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said lot from the adjoining townhouse unit.

2. Notwithstanding any provisions of this Article to the contrary, the cost of repairs and maintenance of the finished surfaces of the party wall which are located within a townhouse unit shall be the sole expense of the owner of the townhouse unit.

3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or any default hereunder of the owner of one townhouse unit, such owner shall rebuild said wall and shall compensate the other owner for any damage suffered by the other owner (or occupants). Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular Lot which may affect the owner (or occupants) of the adjoining Lot.

4. Notwithstanding any provisions of this Article to the contrary, an owner who by his negligent or willful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Notwithstanding any provisions of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in so doing, shall restore the party wall to its original condition at his cost.

6. It shall be the individual responsibility of each owner (or occupant), at his own expense to maintain for the individual unit insurance coverage against damage or destruction by fire, storm, burglary, vandalism or other casualty, in an amount equal to the original purchase price or most recent real estate appraisal, whichever is greater.

7. To the extent that damages to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore and replace said party wall. Any deficiency shall be joint expense of the appropriate owners using that party wall without prejudice however, to the right of any owner to demand a larger contribution from the other owner (or occupants) under any rule of law or equity regarding liability for negligent or willful acts or omissions or any default hereunder.

8. The party wall for each adjoining unit separates the attic space as well and each individual unit has separate access thereto.

9. It is assumed by the Declarant that the party wall lies along the lot lines as shown on Exhibit A separating each adjoining lot. Should said party wall jog away from said line, however, the owner whose townhouse unit encroaches upon the lot owned by the other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline of the party wall lies precisely on the dividing line between the lots. All future purchasers of each lot accept the party wall "as is" and shall not hold Declarant liable for encroachments or discrepancies in the boundary lines. Furthermore, Declarant shall not be responsible for changes in the zoning, subdivision, building or health laws or changes in interpretations thereof.

ARTICLE II

Restrictions

1. Each townhouse unit shall be occupied and utilized only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose. The townhouse units shall not be rented by the owners thereof

for transient or hotel purposes, which shall be defined as (1) rental for a period less than sixty (60) days, or (2) any rental to occupants of the townhouse unit who are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service, and bellboy service. Other than the foregoing obligations, the owners of the respective townhouse units shall have the absolute right to lease the same, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

2. Each lot shall be conveyed as a separately designated and legally described fee simple estate, subject to the terms, and provisions hereof. Furthermore, the terms and provisions of this Declaration shall be deemed to be a part of any deed or other document affecting title to the above-described lots whether or not specifically mentioned in such deed or documents.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any of the lots; provided, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes and so long as every owner of a pet shall maintain strict physical control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owners (or occupants).

4. No advertising signs (except for one per lot of not more than five square feet which may say "For Rent" or "For Sale"), no billboards, no unsightly objects, and no nuisances shall be erected, placed or permitted to remain on any lot nor shall any lot be used in any manner or for any purpose which may endanger the health, or unreasonably disturb the owners (or occupants) of the other lots.

5. All rubbish, trash or garbage shall be regularly removed from each lot by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon. The yard and surrounding landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

6. All utilities, fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall neither do any act nor perform any work that will impair any easement or hereditament nor do any act or allow any condition to exist which will adversely affect any other lot or its owner (or occupants).

7. Mechanic's or materialmen's liens shall apply only to the particular lot upon which benefit was conferred by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold harmless the owner of the adjoining lot from any liability, costs, or expenses resulting from such lien.

8. In the event of destruction of adjoining townhouses or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit according to an agreed uniform architectural plan, and finished as close to the original as possible. If any dwelling is only partially destroyed so that the cost of restoring one townhouse unit is not equal to the cost of restoring the other townhouse unit, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all owners of

the adjoining townhouse units, and all of the holders of any first Mortgage or Deed of Trust agree, the units need not be restored.

9. The structural exterior of each townhouse unit shall not be changed or altered in any manner without the written consent of all adjoining townhouse unit owners. The exterior of adjoining units shall be decorated with a uniform color or colors to be agreed upon in writing by adjoining unit owners. The necessity and time for making such exterior decoration shall be determined in the same manner.

10. The enclosing of any lot by a fence, wall, or other physical barrier shall be limited to the back portion of each lot, and shall not extend forward beyond the rear wall of the individual townhouse unit.

ARTICLE III

Cross Easement For Utilities

1. There is hereby created a blanket cross-easement upon, across, over and under Lots 2A & 2B Block 16 and the improvements situated thereon in favor of the owner of each of said lots, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones and electricity and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on said lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any townhouse to serve an adjoining unit. Notwithstanding anything contained in this Declaration, any damages to another owner (or occupants) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services provided to each townhouse unit, including but not limited to, water, sewer, gas, and electricity, shall be individually metered, and the record owner or owners of each lot and unit shall be responsible for payment of those expenses.

ARTICLE IV

Remedy for Nonpayment of Joint Expenses

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided in Articles I, II, or III herein is not paid by that owner within twenty (20) days after notice of such debt, such amount may be paid by the adjoining townhouse unit owner, and shall, upon proper recordation with the Clerk and Ex-Officio Registrar or Campbell County, Wyoming, become a lien upon the non-paying owners lot and townhouse unit, and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first Mortgage, Deed of Trust, or Agreement for Warranty Deed, and shall be enforceable in an action at law for the collection of a debt or shall be enforceable by all methods available for the enforcement of such lien. Furthermore, the defaulting owner hereby expressly grants to the non-defaulting owner a power of sale in connection with said lien. Nothing contained herein shall require one owner to pay the expenses of another.

ARTICLE V

Arbitration

1. In the event of any dispute arising between the owners concerning any provision of this Declaration including, but not limited to, disputes regarding repairs, exterior decoration and liens, said owners shall mutually agree in writing to the resolution of the dispute by binding arbitration. In such event, the owner desiring such arbi-

tration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within thirty (30) days to name an arbitrator. Upon the other owner naming an arbitrator, the two arbitrators together shall choose a third arbitrator. Such arbitrators shall thereupon proceed to hear and consider the matter in accordance with the laws of the State of Wyoming and the rules of the American Arbitration Association or its successor and shall within twenty (20) days of the appointment of the third arbitrator make an award settling the dispute and advising the parties of their rights under this Declaration and directing the payment to the successful owner by the other owner of any sum that may be due and owing to such owner or directing one owner to take such action as may be required under this Declaration. Said award, if concurred in by a majority of such arbitrators, shall be final and binding upon the parties hereto. The parties may agree to name just one arbitrator to reduce expenses. The costs shall be divided equally between the parties to the arbitration.

Notices may be mailed to the street address of each townhouse unit and shall be deemed to be delivered on the date placed with the U. S. Postal Service. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VI

General Provisions

1. This Declaration shall be perpetual and the covenants herein contained shall run with each Lot. This Declaration may only be amended by a writing signed by the then record owners of all Lots. The terms of this Declaration may be enforced in law or in equity by any present or future owner (or occupants) of any Lot.

2. Invalidation of any one of these terms or provisions by Judgment or Court Order shall not affect any other term or provision. The remaining terms and provision shall remain in full force and effect.

3. To the extent that they are not inconsistent with the terms or provisions of this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

4. This Declaration shall be interpreted by the laws of the State of Wyoming.

5. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes to make the provisions hereof apply either to corporations or individuals or men or women, shall in all cases be assumed as though in each case fully expressed.

6. The remedies set forth herein are cumulative.

7. Wherever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Lot shall be responsible for the negligent or willful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Lot.

489766

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR DUPLEX

Book 535 of Photos, Page 554

THIS DECLARATION made this 22nd day of May,
1980, by Millette Properties, Inc., a Wyoming corporation,
hereinafter referred to as DECLARANT.

WITNESSETH;

WHEREAS, Declarant is the owner of certain real prop-
erty situated in the City of Gillette, County of Campbell,
State of Wyoming, more particularly described in Exhibit A
attached hereto and incorporated herein by reference com-
monly known as Lots 1A & 1B, Block 17,
Gillette, Campbell County, Wyoming; and

WHEREAS, Delcarant desires to divide each said un-
divided lot and the improvements located thereon into two
separate parcels, each containing one townhouse unit to be
designated as Lots 1A & 1B, Block
17, Sutherland Estates, Gillette, Campbell County,
Wyoming; and Phase 5

WHEREAS, Delcarant desires to convey Lots 1A & 1B
Block 17 as separate units with a townhouse
thereon connected by a party wall with a townhouse on the
adjoining parcel of the original lot; and

WHEREAS, Declarant desires to convey said lots subject
to certain protective covenants, conditions, restrictions,
reservations, and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of
Lots 1A & 1B Block 17 as described above, shall be
held, sold, and conveyed subject to the following easements,

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 12th day of December A. D., 19 80 at 3:56 o'clock P. M. and recorded in Book 535
of Photos on page 554. Fees \$ 27.00 489766
RECORDED

reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the above-described real property and which shall run with the above-described real property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above-described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

Party Wall

1. The wall which is constructed as a common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate units constitutes the party wall in question, and shall at all times be maintained to required code standards as an adequate fire wall extending from the basement floor (if any) through to the roof of each townhouse. It is intended that the owner of each Lot shall own his townhouse unit to the center of the party wall separating his unit from the other. In addition each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall. That is, the record owner, whether one or more persons or entities, of the fee simple title to Lots 1A & 1B Block 17 shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said Lot from the adjoining townhouse unit. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Lots 1A & 1B Block 17, shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said lot from the adjoining townhouse unit.

2. Notwithstanding any provisions of this Article to the contrary, the cost of repairs and maintenance of the finished surfaces of the party wall which are located within a townhouse unit shall be the sole expense of the owner of the townhouse unit.

3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or any default hereunder of the owner of one townhouse unit, such owner shall rebuild said wall and shall compensate the other owner for any damage suffered by the other owner (or occupants). Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular Lot which may affect the owner (or occupants) of the adjoining Lot.

4. Notwithstanding any provisions of this Article to the contrary, an owner who by his negligent or willful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Notwithstanding any provisions of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in so doing, shall restore the party wall to its original condition at his cost.

6. It shall be the individual responsibility of each owner (or occupant), at his own expense to maintain for the individual unit insurance coverage against damage or destruction by fire, storm, burglary, vandalism or other casualty, in an amount equal to the original purchase price or most recent real estate appraisal, whichever is greater.

7. To the extent that damages to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore and replace said party wall. Any deficiency shall be joint expense of the appropriate owners using that party wall without prejudice however, to the right of any owner to demand a larger contribution from the other owner (or occupants) under any rule of law or equity regarding liability for negligent or willful acts or omissions or any default hereunder.

8. The party wall for each adjoining unit separates the attic space as well and each individual unit has separate access thereto.

9. It is assumed by the Declarant that the party wall lies along the lot lines as shown on Exhibit A separating each adjoining lot. Should said party wall jog away from said line, however, the owner whose townhouse unit encroaches upon the lot owned by the other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline of the party wall lies precisely on the dividing line between the lots. All future purchasers of each lot accept the party wall "as is" and shall not hold Declarant liable for encroachments or discrepancies in the boundary lines. Furthermore, Declarant shall not be responsible for changes in the zoning, subdivision, building or health laws or changes in interpretations thereof.

ARTICLE II

Restrictions

1. Each townhouse unit shall be occupied and utilized only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose. The townhouse units shall not be rented by the owners thereof

for transient or hotel purposes, which shall be defined as (1) rental for a period less than sixty (60) days, or (2) any rental to occupants of the townhouse unit who are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service, and bellboy service. Other than the foregoing obligations, the owners of the respective townhouse units shall have the absolute right to lease the same, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

2. Each lot shall be conveyed as a separately designated and legally described fee simple estate, subject to the terms, and provisions hereof. Furthermore, the terms and provisions of this Declaration shall be deemed to be a part of any deed or other document affecting title to the above-described lots whether or not specifically mentioned in such deed or documents.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any of the lots; provided, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes and so long as every owner of a pet shall maintain strict physical control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owners (or occupants).

4. No advertising signs (except for one per lot of not more than five square feet which may say "For Rent" or "For Sale"), no billboards, no unsightly objects, and no nuisances shall be erected, placed or permitted to remain on any lot nor shall any lot be used in any manner or for any purpose which may endanger the health, or unreasonably disturb the owners (or occupants) of the other lots.

5. All rubbish, trash or garbage shall be regularly removed from each lot by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon. The yard and surrounding landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

6. All utilities, fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall neither do any act nor perform any work that will impair any easement or hereditament nor do any act or allow any condition to exist which will adversely affect any other lot or its owner (or occupants).

7. Mechanic's or materialmen's liens shall apply only to the particular lot upon which benefit was conferred by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold harmless the owner of the adjoining lot from any liability, costs, or expenses resulting from such lien.

8. In the event of destruction of adjoining townhouses or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit according to an agreed uniform architectural plan, and finished as close to the original as possible. If any dwelling is only partially destroyed so that the cost of restoring one townhouse unit is not equal to the cost of restoring the other townhouse unit, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all owners of

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the adjoining townhouse units, and all of the holders of any first Mortgage or Deed of Trust agree, the units need not be restored.

9. The structural exterior of each townhouse unit shall not be changed or altered in any manner without the written consent of all adjoining townhouse unit owners. The exterior of adjoining units shall be decorated with a uniform color or colors to be agreed upon in writing by adjoining unit owners. The necessity and time for making such exterior decoration shall be determined in the same manner.

10. The enclosing of any lot by a fence, wall, or other physical barrier shall be limited to the back portion of each lot, and shall not extend forward beyond the rear wall of the individual townhouse unit.

ARTICLE III

Cross Easement For Utilities

1. There is hereby created a blanket cross-easement upon, across, over and under Lots 1A & 1B Block 17 and the improvements situated thereon in favor of the owner of each of said lots, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones and electricity and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on said lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any townhouse to serve an adjoining unit. Notwithstanding anything contained in this Declaration, any damages to another owner (or occupants) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services provided to each townhouse unit, including but not limited to, water, sewer, gas, and electricity, shall be individually metered, and the record owner or owners of each lot and unit shall be responsible for payment of those expenses.

ARTICLE IV

Remedy for Nonpayment of Joint Expenses

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided in Articles I, II, or III herein is not paid by that owner within twenty (20) days after notice of such debt, such amount may be paid by the adjoining townhouse unit owner, and shall, upon proper recordation with the Clerk and Ex-Officio Registrar of Campbell County, Wyoming, become a lien upon the non-paying owners lot and townhouse unit, and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first Mortgage, Deed of Trust, or Agreement for Warranty Deed, and shall be enforceable in an action at law for the collection of a debt or shall be enforceable by all methods available for the enforcement of such lien. Furthermore, the defaulting owner hereby expressly grants to the non-defaulting owner a power of sale in connection with said lien. Nothing contained herein shall require one owner to pay the expenses of another.

ARTICLE V

Arbitration

1. In the event of any dispute arising between the owners concerning any provision of this Declaration including, but not limited to, disputes regarding repairs, exterior decoration and liens, said owners shall mutually agree in writing to the resolution of the dispute by binding arbitration. In such event, the owner desiring such arbi-

tration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within thirty (30) days to name an arbitrator. Upon the other owner naming an arbitrator, the two arbitrators together shall choose a third arbitrator. Such arbitrators shall thereupon proceed to hear and consider the matter in accordance with the laws of the State of Wyoming and the rules of the American Arbitration Association or its successor and shall within twenty (20) days of the appointment of the third arbitrator make an award settling the dispute and advising the parties of their rights under this Declaration and directing the payment to the successful owner by the other owner of any sum that may be due and owing to such owner or directing one owner to take such action as may be required under this Declaration. Said award, if concurred in by a majority of such arbitrators, shall be final and binding upon the parties hereto. The parties may agree to name just one arbitrator to reduce expenses. The costs shall be divided equally between the parties to the arbitration.

Notices may be mailed to the street address of each townhouse unit and shall be deemed to be delivered on the date placed with the U. S. Postal Service. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VI

General Provisions

1. This Declaration shall be perpetual and the covenants herein contained shall run with each Lot. This Declaration may only be amended by a writing signed by the then record owners of all Lots. The terms of this Declaration may be enforced in law or in equity by any present or future owner (or occupants) of any Lot.

2. Invalidation of any one of these terms or provisions by Judgment or Court Order shall not affect any other term or provision. The remaining terms and provision shall remain in full force and effect.

3. To the extent that they are not inconsistent with the terms or provisions of this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

4. This Declaration shall be interpreted by the laws of the State of Wyoming.

5. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes to make the provisions hereof apply either to corporations or individuals or men or women, shall in all cases be assumed as though in each case fully expressed.

6. The remedies set forth herein are cumulative.

7. Wherever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Lot shall be responsible for the negligent or willful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the date and year first above written.

MILLETTE PROPERTIES, INC.
a Wyoming corporation,

By: *David J. Millette*
President

By: *Tom Millette*
Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

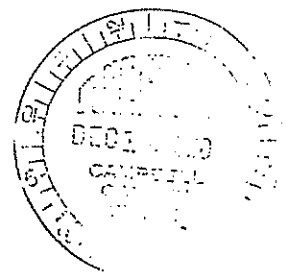
This instrument was acknowledged before me this 8th day of DECEMBER, 1980, by David J. Millette, as president and Tom Millette, as secretary of Millette Properties, Inc., a Wyoming corporation.

Witness my hand and official seal.

Cynthia J. Wainwright - Notary Public
County of Campbell State of Wyoming
My Commission Expires July 26, 1984

Cynthia J. Wainwright
Notary Public

My commission expires:



DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS
FOR DUPLEX

489895

THIS DECLARATION made this 17th day of November,
1980, by Millette Properties, Inc., a Wyoming corporation,
hereinafter referred to as DECLARANT.

WITNESSETH;

WHEREAS, Declarant is the owner of certain real prop-
erty situated in the City of Gillette, County of Campbell,
State of Wyoming, more particularly described in Exhibit A
attached hereto and incorporated herein by reference com-
monly known as Lots (1A) & 1B, Block 16,
Gillette, Campbell County, Wyoming; and

WHEREAS, Delcarant desires to divide each said un-
divided lot and the improvements located thereon into two
separate parcels, each containing one townhouse unit to be
designated as Lots (1A) & 1B, Block
16, Sutherland Estates, Gillette, Campbell County,
Wyoming; and PLAT 5

WHEREAS, Delcarant desires to convey Lots (1A) & 1B
Block 16 as separate units with a townhouse
thereon connected by a party wall with a townhouse on the
adjoining parcel of the original lot; and

WHEREAS, Declarant desires to convey said lots subject
to certain protective covenants, conditions, restrictions,
reservations, and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of
Lots (1A) & 1B Block 16 as described above, shall be
held, sold, and conveyed subject to the following easements,

STATE OF WYOMING

Campbell County

Filed for record this 16th day of Dec, A. D., 1980 at 10:44 o'clock A. M. and recorded in Book 536
of Photos on page 225 Fees 24.25

Shirley A. Millette By Millette Properties, Inc.
RECORDED
ABSTRACTED

489895

reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the above-described real property and which shall run with the above-described real property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above-described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

Party Wall

1. The wall which is constructed as a common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate units constitutes the party wall in question, and shall at all times be maintained to required code standards as an adequate fire wall extending from the basement floor (if any) through to the roof of each townhouse. It is intended that the owner of each Lot shall own his townhouse unit to the center of the party wall separating his unit from the other. In addition each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall. That is, the record owner, whether one or more persons or entities, of the fee simple title to Lots (1A) & 1B Block 16 shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said Lot from the adjoining townhouse unit. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Lots (1A) & 1B Block 16, shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said lot from the adjoining townhouse unit.

2. Notwithstanding any provisions of this Article to the contrary, the cost of repairs and maintenance of the finished surfaces of the party wall which are located within a townhouse unit shall be the sole expense of the owner of the townhouse unit.
3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or any default hereunder of the owner of one townhouse unit, such owner shall rebuild said wall and shall compensate the other owner for any damage suffered by the other owner (or occupants). Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular Lot which may affect the owner (or occupants) of the adjoining Lot.
4. Notwithstanding any provisions of this Article to the contrary, an owner who by his negligent or willful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. Notwithstanding any provisions of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in so doing, shall restore the party wall to its original condition at his cost.
6. It shall be the individual responsibility of each owner (or occupant), at his own expense to maintain for the individual unit insurance coverage against damage or destruction by fire, storm, burglary, vandalism or other casualty, in an amount equal to the original purchase price or most recent real estate appraisal, whichever is greater.

7. To the extent that damages to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore and replace said party wall. Any deficiency shall be joint expense of the appropriate owners using that party wall without prejudice however, to the right of any owner to demand a larger contribution from the other owner (or occupants) under any rule of law or equity regarding liability for negligent or willful acts or omissions or any default hereunder.

8. The party wall for each adjoining unit separates the attic space as well and each individual unit has separate access thereto.

9. It is assumed by the Declarant that the party wall lies along the lot lines as shown on Exhibit A separating each adjoining lot. Should said party wall jog away from said line, however, the owner whose townhouse unit encroaches upon the lot owned by the other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline of the party wall lies precisely on the dividing line between the lots. All future purchasers of each lot accept the party wall "as is" and shall not hold Declarant liable for encroachments or discrepancies in the boundary lines. Furthermore, Declarant shall not be responsible for changes in the zoning, subdivision, building or health laws or changes in interpretations thereof.

ARTICLE II

Restrictions

1. Each townhouse unit shall be occupied and utilized only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose. The townhouse units shall not be rented by the owners thereof

for transient or hotel purposes, which shall be defined as (1) rental for a period less than sixty (60) days, or (2) any rental to occupants of the townhouse unit who are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service, and bellboy service. Other than the foregoing obligations, the owners of the respective townhouse units shall have the absolute right to lease the same, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

2. Each lot shall be conveyed as a separately designated and legally described fee simple estate, subject to the terms, and provisions hereof. Furthermore, the terms and provisions of this Declaration shall be deemed to be a part of any deed or other document affecting title to the above-described lots whether or not specifically mentioned in such deed or documents.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any of the lots; provided, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes and so long as every owner of a pet shall maintain strict physical control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owners (or occupants).

4. No advertising signs (except for one per lot of not more than five square feet which may say "For Rent" or "For Sale"), no billboards, no unsightly objects, and no nuisances shall be erected, placed or permitted to remain on any lot nor shall any lot be used in any manner or for any purpose which may endanger the health, or unreasonably disturb the owners (or occupants) of the other lots.

5. All rubbish, trash or garbage shall be regularly removed from each lot by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon. The yard and surrounding landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

6. All utilities, fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall neither do any act nor perform any work that will impair any easement or hereditament nor do any act or allow any condition to exist which will adversely affect any other lot or its owner (or occupants).

7. Mechanic's or materialmen's liens shall apply only to the particular lot upon which benefit was conferred by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold harmless the owner of the adjoining lot from any liability, costs, or expenses resulting from such lien.

8. In the event of destruction of adjoining townhouses or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit according to an agreed uniform architectural plan, and finished as close to the original as possible. If any dwelling is only partially destroyed so that the cost of restoring one townhouse unit is not equal to the cost of restoring the other townhouse unit, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all owners of

the adjoining townhouse units, and all of the holders of any first Mortgage or Deed of Trust agree, the units need not be restored.

9. The structural exterior of each townhouse unit shall not be changed or altered in any manner without the written consent of all adjoining townhouse unit owners. The exterior of adjoining units shall be decorated with a uniform color or colors to be agreed upon in writing by adjoining unit owners. The necessity and time for making such exterior decoration shall be determined in the same manner.

10. The enclosing of any lot by a fence, wall, or other physical barrier shall be limited to the back portion of each lot, and shall not extend forward beyond the rear wall of the individual townhouse unit.

ARTICLE III

Cross Easement For Utilities

1. There is hereby created a blanket cross-easement upon, across, over and under Lots 1A & 1B Block 16 and the improvements situated thereon in favor of the owner of each of said lots, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones and electricity and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on said lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any townhouse to serve an adjoining unit. Notwithstanding anything contained in this Declaration, any damages to another owner (or occupants) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services provided to each townhouse unit, including but not limited to, water, sewer, gas, and electricity, shall be individually metered, and the record owner or owners of each lot and unit shall be responsible for payment of those expenses.

ARTICLE IV

Remedy for Nonpayment of Joint Expenses

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided in Articles I, II, or III herein is not paid by that owner within twenty (20) days after notice of such debt, such amount may be paid by the adjoining townhouse unit owner, and shall, upon proper recordation with the Clerk and Ex-Officio Registrar or Campbell County, Wyoming, become a lien upon the non-paying owners lot and townhouse unit, and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first Mortgage, Deed of Trust, or Agreement for Warranty Deed, and shall be enforceable in an action at law for the collection of a debt or shall be enforceable by all methods available for the enforcement of such lien. Furthermore, the defaulting owner hereby expressly grants to the non-defaulting owner a power of sale in connection with said lien. Nothing contained herein shall require one owner to pay the expenses of another.

ARTICLE V

Arbitration

1. In the event of any dispute arising between the owners concerning any provision of this Declaration including, but not limited to, disputes regarding repairs, exterior decoration and liens, said owners shall mutually agree in writing to the resolution of the dispute by binding arbitration. In such event, the owner desiring such arbi-

tration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within thirty (30) days to name an arbitrator. Upon the other owner naming an arbitrator, the two arbitrators together shall choose a third arbitrator. Such arbitrators shall thereupon proceed to hear and consider the matter in accordance with the laws of the State of Wyoming and the rules of the American Arbitration Association or its successor and shall within twenty (20) days of the appointment of the third arbitrator make an award settling the dispute and advising the parties of their rights under this Declaration and directing the payment to the successful owner by the other owner of any sum that may be due and owing to such owner or directing one owner to take such action as may be required under this Declaration. Said award, if concurred in by a majority of such arbitrators, shall be final and binding upon the parties hereto. The parties may agree to name just one arbitrator to reduce expenses. The costs shall be divided equally between the parties to the arbitration.

Notices may be mailed to the street address of each townhouse unit and shall be deemed to be delivered on the date placed with the U. S. Postal Service. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VI

General Provisions

1. This Declaration shall be perpetual and the covenants herein contained shall run with each Lot. This Declaration may only be amended by a writing signed by the then record owners of all Lots. The terms of this Declaration may be enforced in law or in equity by any present or future owner (or occupants) of any Lot.

2. Invalidation of any one of these terms or provisions by Judgment or Court Order shall not affect any other term or provision. The remaining terms and provision shall remain in full force and effect.

3. To the extent that they are not inconsistent with the terms or provisions of this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

4. This Declaration shall be interpreted by the laws of the State of Wyoming.

5. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes to make the provisions hereof apply either to corporations or individuals or men or women, shall in all cases be assumed as though in each case fully expressed.

6. The remedies set forth herein are cumulative.

7. Wherever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Lot shall be responsible for the negligent or willful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the date and year first above written.

[Handwritten signature]
[Handwritten signature]

MILLETTE PROPERTIES, INC.
a Wyoming corporation,

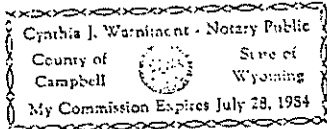
By: *[Handwritten signature]*
President

By: *[Handwritten signature]*
Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

This instrument was acknowledged before me this 10th day of November, 1980, by *[Handwritten signature]* as president and *[Handwritten signature]*, as secretary of Millette Properties, Inc., a Wyoming corporation.

Witness my hand and official seal.



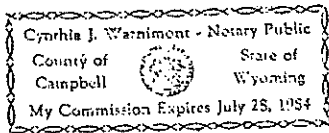
My commission expires:

[Handwritten signature]
Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

This instrument was acknowledged before me this 15th day of November, 1980, by *[Handwritten signature]* and *[Handwritten signature]*, Husband and Wife.

Witness my hand and official seal.



[Handwritten signature]
Notary Public



reservations, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the above-described real property and which shall run with the above-described real property and which shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above-described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

Party Wall

1. The wall which is constructed as a common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate units constitutes the party wall in question, and shall at all times be maintained to required code standards as an adequate fire wall extending from the basement floor (if any) through to the roof of each townhouse. It is intended that the owner of each Lot shall own his townhouse unit to the center of the party wall separating his unit from the other. In addition each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall. That is, the record owner, whether one or more persons or entities, of the fee simple title to Lots 1A & (1B) Block 17 shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said Lot from the adjoining townhouse unit. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Lots 1A & (1B) Block 17, shall pay one-half of the expenses of maintaining and repairing the party wall separating the townhouse unit on said lot from the adjoining townhouse unit.

2. Notwithstanding any provisions of this Article to the contrary, the cost of repairs and maintenance of the finished surfaces of the party wall which are located within a townhouse unit shall be the sole expense of the owner of the townhouse unit.

3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any willful or negligent act or omission or any default hereunder of the owner of one townhouse unit, such owner shall rebuild said wall and shall compensate the other owner for any damage suffered by the other owner (or occupants). Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular Lot which may affect the owner (or occupants) of the adjoining Lot.

4. Notwithstanding any provisions of this Article to the contrary, an owner who by his negligent or willful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Notwithstanding any provisions of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in so doing, shall restore the party wall to its original condition at his cost.

6. It shall be the individual responsibility of each owner (or occupant), at his own expense to maintain for the individual unit insurance coverage against damage or destruction by fire, storm, burglary, vandalism or other casualty, in an amount equal to the original purchase price or most recent real estate appraisal, whichever is greater.

7. To the extent that damages to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore and replace said party wall. Any deficiency shall be joint expense of the appropriate owners using that party wall without prejudice however, to the right of any owner to demand a larger contribution from the other owner (or occupants) under any rule of law or equity regarding liability for negligent or willful acts or omissions or any default hereunder.

8. The party wall for each adjoining unit separates the attic space as well and each individual unit has separate access thereto.

9. It is assumed by the Declarant that the party wall lies along the lot lines as shown on Exhibit A separating each adjoining lot. Should said party wall jog away from said line, however, the owner whose townhouse unit encroaches upon the lot owned by the other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline of the party wall lies precisely on the dividing line between the lots. All future purchasers of each lot accept the party wall "as is" and shall not hold Declarant liable for encroachments or discrepancies in the boundary lines. Furthermore, Declarant shall not be responsible for changes in the zoning, subdivision, building or health laws or changes in interpretations thereof.

ARTICLE II

Restrictions

1. Each townhouse unit shall be occupied and utilized only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose. The townhouse units shall not be rented by the owners thereof

for transient or hotel purposes, which shall be defined as (1) rental for a period less than sixty (60) days, or (2) any rental to occupants of the townhouse unit who are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen service, and bellboy service. Other than the foregoing obligations, the owners of the respective townhouse units shall have the absolute right to lease the same, provided that the lease is made subject to the covenants and restrictions contained in this Declaration.

2. Each lot shall be conveyed as a separately designated and legally described fee simple estate, subject to the terms, and provisions hereof. Furthermore, the terms and provisions of this Declaration shall be deemed to be a part of any deed or other document affecting title to the above-described lots whether or not specifically mentioned in such deed or documents.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept upon any of the lots; provided, that dogs, cats or other household pets may be kept so long as they are not kept, bred or maintained for any commercial purposes and so long as every owner of a pet shall maintain strict physical control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owners (or occupants).

4. No advertising signs (except for one per lot of not more than five square feet which may say "For Rent" or "For Sale"), no billboards, no unsightly objects, and no nuisances shall be erected, placed or permitted to remain on any lot nor shall any lot be used in any manner or for any purpose which may endanger the health, or unreasonably disturb the owners (or occupants) of the other lots.

5. All rubbish, trash or garbage shall be regularly removed from each lot by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon. The yard and surrounding landscape of each unit shall be neatly and regularly maintained, including the removal of accumulated snow and ice from sidewalks and walkways.

6. All utilities, fixtures and equipment installed within a townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a townhouse, shall be maintained and kept in repair by the owner thereof. An owner shall neither do any act nor perform any work that will impair any easement or hereditament nor do any act or allow any condition to exist which will adversely affect any other lot or its owner (or occupants).

7. Mechanic's or materialmen's liens shall apply only to the particular lot upon which benefit was conferred by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold harmless the owner of the adjoining lot from any liability, costs, or expenses resulting from such lien.

8. In the event of destruction of adjoining townhouses or any portion thereof, each unit so destroyed shall be repaired or rebuilt at the expense of the owner of the individual unit according to an agreed uniform architectural plan, and finished as close to the original as possible. If any dwelling is only partially destroyed so that the cost of restoring one townhouse unit is not equal to the cost of restoring the other townhouse unit, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all owners of

the adjoining townhouse units, and all of the holders of any first Mortgage or Deed of Trust agree, the units need not be restored.

9. The structural exterior of each townhouse unit shall not be changed or altered in any manner without the written consent of all adjoining townhouse unit owners. The exterior of adjoining units shall be decorated with a uniform color or colors to be agreed upon in writing by adjoining unit owners. The necessity and time for making such exterior decoration shall be determined in the same manner.

10. The enclosing of any lot by a fence, wall, or other physical barrier shall be limited to the back portion of each lot, and shall not extend forward beyond the rear wall of the individual townhouse unit.

ARTICLE III

Cross Easement For Utilities

1. There is hereby created a blanket cross-easement upon, across, over and under Lots 1A & 1B Block 17 and the improvements situated thereon in favor of the owner of each of said lots, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephones and electricity and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain the necessary equipment on said lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of any townhouse to serve an adjoining unit. Notwithstanding anything contained in this Declaration, any damages to another owner (or occupants) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services provided to each townhouse unit, including but not limited to, water, sewer, gas, and electricity, shall be individually metered, and the record owner or owners of each lot and unit shall be responsible for payment of those expenses.

ARTICLE IV

Remedy for Nonpayment of Joint Expenses

1. In the event any joint expense or any individual expense incurred by or required to be paid by an owner as provided in Articles I, II, or III herein is not paid by that owner within twenty (20) days after notice of such debt, such amount may be paid by the adjoining townhouse unit owner, and shall, upon proper recordation with the Clerk and Ex-Officio Registrar or Campbell County, Wyoming, become a lien upon the non-paying owners lot and townhouse unit, and shall continue to be such a lien until fully paid. This lien shall be subordinate to the lien of any first Mortgage, Deed of Trust, or Agreement for Warranty Deed, and shall be enforceable in an action at law for the collection of a debt or shall be enforceable by all methods available for the enforcement of such lien. Furthermore, the defaulting owner hereby expressly grants to the non-defaulting owner a power of sale in connection with said lien. Nothing contained herein shall require one owner to pay the expenses of another.

ARTICLE V

Arbitration

1. In the event of any dispute arising between the owners concerning any provision of this Declaration including, but not limited to, disputes regarding repairs, exterior decoration and liens, said owners shall mutually agree in writing to the resolution of the dispute by binding arbitration. In such event, the owner desiring such arbi-

tration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within thirty (30) days to name an arbitrator. Upon the other owner naming an arbitrator, the two arbitrators together shall choose a third arbitrator. Such arbitrators shall thereupon proceed to hear and consider the matter in accordance with the laws of the State of Wyoming and the rules of the American Arbitration Association or its successor and shall within twenty (20) days of the appointment of the third arbitrator make an award settling the dispute and advising the parties of their rights under this Declaration and directing the payment to the successful owner by the other owner of any sum that may be due and owing to such owner or directing one owner to take such action as may be required under this Declaration. Said award, if concurred in by a majority of such arbitrators, shall be final and binding upon the parties hereto. The parties may agree to name just one arbitrator to reduce expenses. The costs shall be divided equally between the parties to the arbitration.

Notices may be mailed to the street address of each townhouse unit and shall be deemed to be delivered on the date placed with the U. S. Postal Service. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VI

General Provisions

1. This Declaration shall be perpetual and the covenants herein contained shall run with each Lot. This Declaration may only be amended by a writing signed by the then record owners of all Lots. The terms of this Declaration may be enforced in law or in equity by any present or future owner (or occupants) of any Lot.

2. Invalidation of any one of these terms or provisions by Judgment or Court Order shall not affect any other term or provision. The remaining terms and provision shall remain in full force and effect.

3. To the extent that they are not inconsistent with the terms or provisions of this Declaration, the general rules of law regarding party walls shall apply to the real property subject hereto.

4. This Declaration shall be interpreted by the laws of the State of Wyoming.

5. The singular whenever used herein shall be construed to mean the plural when applicable and the necessary grammatical changes to make the provisions hereof apply either to corporations or individuals or men or women, shall in all cases be assumed as though in each case fully expressed.

6. The remedies set forth herein are cumulative.

7. Wherever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Lot shall be responsible for the negligent or willful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunder set its hand and seal the date and year first above written.

Kinda M. Hampton
Mike W. Hampton

MILLETTE PROPERTIES, INC.
a Wyoming corporation,

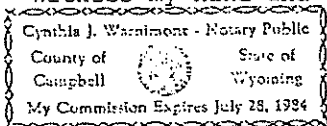
By: *David J. Millette, Jr.*
President

By: *Tom Millette*
Secretary

STATE OF WYOMING)
) ss.
County of Campbell)

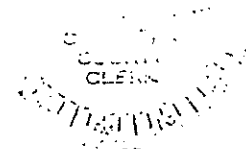
This instrument was acknowledged before me this 15th day of December, 1980, by David J. Millette, Jr., as president and Tom Millette, as secretary of Millette Properties, Inc., a Wyoming corporation.

Witness my hand and official seal.



Cynthia J. Wozniak
Notary Public

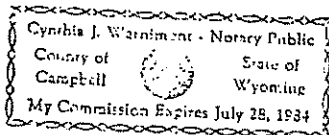
My commission expires:



STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

This instrument was acknowledged before me this 15th day of December, 1980, by Kinda M. Hampton and Mike W. Hampton, Husband and wife.

Witness my hand and official seal.



Cynthia J. Wozniak
Notary Public

STATE OF WYOMING)
Campbell County) ss.

Filed for record this 16th day of Dec., A. D., 1980, at 10:42 o'clock A. M. and recorded in Book 536 of Photos on page 214 Fees \$ 24.25

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By: *Dorinda E. Addison*
Deputy

488894