

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
PRAIRIEVIEW PLACE OWNERS' ASSOCIATION, INC.

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

WITNESSETH

WHEREAS, DECLARANT is the owner of a certain property in the city of Gillette, County of Campbell, State of Wyoming, which is more particularly described as follows:

Lot 2, revised Block 4, Mc Cann Heights, according to the recorded plat thereof.

From this property will be cut seven (7) lots, said lots being more fully described in a Recorded Plat recorded in Book 2 of Plats Page 175 of the records of Campbell County, Wyoming.

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

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

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

DEFINITIONS

Section 1: The term "Association" shall mean and refer to Prairieview Place Owners' Association, Inc., a non-profit corporation, its successors and assigns.

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

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

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

All of that tract described as Lot 2
Revised Block 4, Mc Cann Heights,
Gillette, Campbell County, Wyoming,

Save and Except:

Lots 1 through Lots 7

As shown on a Recorded Plat of Prairieview
Place in Book _____ of Plats, Page _____
of the records of Campbell County, Wyoming.

Section 5: The term "Lot" shall mean and refer to any of the seven (7) building sites (which except the common area) on which there is, or will be constructed, a commercial office unit which is individually and separately owned. "Unit" and "Lot" sometimes used interchangeable herein.

Section 6: The term "Covenants" as used herein, shall mean and refer collectively to the covenants, conditions, restrictions, reservations, easements, liens and charges imposed by, or expressed, in this Declaration.

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

ARTICLE II

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance

of the lots and Common Area for the benefit of all owners of lots therein. These Covenants, Restrictions, and Conditions are imposed upon Declarant and upon the owners of all lots. Said covenants are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants shall be a burden upon and a benefit to not only the original Owner of each such lot, but also his successors and assigns. All such Covenants are intended as, and hereby declared to be, Covenants running with the land or equitable servitude upon the land, as the case may be.

ARTICLE III

USE OF LOTS AND COMMON AREA

Section 1: Use. Each lot within the Properties, except for the Common Area, shall be improved, used and occupied only for office and institution use as presently defined in the City of Gillette Zoning Regulations. Any use permitted by said zoning classification shall be permitted,

Save and Except:

1. Boarding and lodging homes
2. Hospitals
3. Mortuary
4. Churches

Which shall not be permitted or allowed.

Section 2: Pets and Other Animals. No dogs, cats or other animals shall be kept, or allowed to remain on the Common Area, or in any unit, or on any lot.

Section 3: Signs. Exterior signs shall be permitted on each office unit. Prior to the installation, erection, or affixation of any sign of any type whatsoever, the owner shall present the Board of Directors with a detailed sketch showing the size, materials and color. Signs shall be installed only in the area at the side of each entry door between the brick fins and over the cedar panels. The Board's approval must be obtained in writing before any sign can be installed, erected, or affixed. The Board shall not unreasonably withhold permission. The Board shall meet and review said sketch within three weeks from the date it is submitted. All signs must be in keeping with the general design of the building, and in no case shall the sign area (including spacing) exceed fifteen (15) square feet. No roof top signs shall be permitted. Owners shall maintain their own signs in good condition.

or Common Area.

Section 5: Trash Collection. All rubbish, trash, and garbage shall be placed in the area designated for such storage. Trash shall be properly enclosed to prevent dispersal whether by wind, animals, or other sources. Cost of disposing of trash shall be borne by the Association.

Section 7: External Antenna. No owner or tenant of any lot shall be permitted to construct external communication antennas which extend above the roof of any unit within the properties, unless approved by the Board of Directors.

Section 8. Other Structures. No structure of a temporary character, trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck or vehicle shall be permitted to remain upon any Lot or Common Area.

Section 9: Division of Lots. Any owner at any time is hereby empowered to divide such unit into two or more units, and may transfer, convey, sell, or assign such new units without further consent or approval of the Board of Directors; provided that such new units are first fully described and delineated in an amendment duly filed to the declaration made by the dividing owner, which amendment shall contain new floor plans, specifications and certification that all legal requirements are met. Said declaration shall be expressly subjected in such amended declaration to all terms and conditions of the declarations and by-laws, including the obligation for payment of common charges. In such situation, the total of all new unit percentages of common interests in common elements and obligations for common charges shall be exactly the same as that applicable to the original unit before division. Nothing in this section shall be construed as a right to add to or modify the size of the unit beyond the original lot size.

Section 10. Noise. No owner shall allow any equipment, machinery, audio equipment or other noisemaking device to be used or kept on or in a lot that causes a noise louder than thirty decibels as measured from the exterior or party wall.

Section 11. Each unit shall be equipped with a fire extinguisher which shall meet the state fire marshall's requirements.

all improvements located thereon.

ARTICLE IV

PROPERTY RIGHTS

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

- (a) The right of the Association to suspend the voting rights for any period during which assessment against his Lot remains unpaid.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer has been recorded.
- (c) Easements and rights of access for utility lines as shown on the recorded plat for Prairieview Place.
- (d) The Association's Board of Directors retains full responsibility and authority over all Common Area; therefore, no Owner shall alter landscaping, erect structures, or in any way change the appearance of the Common Area without the written consent of the board.
- (e) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area.

Section 2: Delegation of Use. Any owner may delegate in accordance with the By-laws, his right of enjoyment to the Common Area to tenants or contract purchasers.

Section 3: Driveways. Ownership of each lot shall entitle the Owner to the right of ingress and egress. The Covenants of this Declaration shall in no way vest authority in the Association to deny an owner of a Lot the right of ingress and egress to said Lot.

spaces equal to the number of votes shown below. Assignment of individual parking spaces shall be made by the Board of Directors.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

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

Section 2: Every Owner of a Lot shall have one vote for every three hundred fifty (350) square feet of Lot space owned. The votes shall be apportioned as follows:

Lot 1	<u>2</u>	votes
Lot 2	<u>2</u>	votes
Lot 3	<u>4</u>	votes
Lot 4	<u>3</u>	votes
Lot 5	<u>4</u>	votes
Lot 6	<u>2</u>	votes
Lot 7	<u>2</u>	votes
Total	<u>19</u>	votes

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more votes be cast with respect to any lot than the amount indicated above for each lot.

Section 3: In the event of a division of any Lot, the number of votes shall be apportioned as to floor space. Said division shall neither increase nor decrease the number of votes originally assigned to each lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Owner of any Lot, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges, and (2) Special Assessments for Capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, incurred in collecting past due assessments, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due. The personal obligation for

expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the maintenance and improvement of the Common Area, and of the offices situated upon the Properties.

Section 3: Annual Assessment. The annual assessment shall be \$ 100 for each Lot, plus \$.40 per square foot of floor space of each office situated thereon. For the purpose of computing the annual assessment, the office units located on the various Lots are hereby deemed to have square foot floor space as follows:

Lot 1	<u>740</u>	square feet
Lot 2	<u>740</u>	square feet
Lot 3	<u>1336</u>	square feet
Lot 4	<u>1248</u>	square feet
Lot 5	<u>1248</u>	square feet
Lot 6	<u>666</u>	square feet
Lot 7	<u>666</u>	square feet
Total	<u>6644</u>	square feet

The Board of Directors may fix the annual assessment at an amount deemed sufficient to provide the necessary maintenance and the appropriate reserves for future maintenance.

Section 4: Special Assessments for Capital Improvement. 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 construction, reconstruction, repair or replacement of a capital improvement, provided that such assessment shall be approved by vote or written assent of two-thirds (2/3) of the votes of all Owners.

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

In the event that the need for maintenance or repair is caused by willful or negligent act of the Owner, his family, guests, or invitites, or caused by storm, wind hail, snow, or other acts of God, or by fire, the cost of such maintenance for repairs shall be the

necessary repairs within a reasonable time, the Association retains the right to make such repairs. This expense shall be added to, and become a part of the assessment to which such Lot is subject. Section 8 of Article VI shall apply to this section as it pertains to non-payment of assessment.

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

Section 6: Notice and Quorum for any Action Authorized Under Section 4. Written notice of any action authorized under Sections 4 of this Article shall be given to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty (50) per cent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the same as the required quorum at the preceding meeting.

Section 7: Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot and conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8: Effect of Non-Payment of Assessments, Remedies of Association.

- a. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be

the Owner to pay a "late charge" in a sum to be determined by the Association, plus interest at the maximum legal rate allowed by Wyoming law.

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

- i. the amount of the delinquent assessment and such related charges as may be authorized by this Declaration;
- ii. the name of the Owner of record or reputed Owner of the lot;
- iii. a description of the lot against which the lien has been assessed.

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

faction and of the release of the assessment lien. Any assessment lien as to any lot shall at all times be subject and subordinate to any mortgage or deed of trust on the lot which is created in good faith and for value and which is recorded prior to the date of recordation of the assessment lien. In the event any assessment lien is destroyed by reason of the foreclosure of any prior mortgage or deed of trust on a lot, the interest in the lot of the purchaser at the foreclosure sale may be subjected to a lien to secure assessments levied on the lot after such purchase in the same manner as provided above in this Article.

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

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

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

Section 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien

for any assessments thereafter becoming due or from the lien thereof.

Section 10: Notification and Rights of the Holder of a Mortgage.

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

(b) Unless all holders of mortgage liens on individual units have given their prior written approval, the association shall not be entitled to: Change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project.

ARTICLE VII

MANAGEMENT

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

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

3. The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided. Any manager, agent or employee selected prior to the first annual election shall be employed to manage or work only until the first annual election, after initial organization, at which time the continuance of the same or the selection of a new manager or agent shall be determined by the Board of Directors elected at the first annual election. All contracts of the Association shall be limited in duration for a period of not more than one (1) year

iation.

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

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

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

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

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

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

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

(g) Maintain and keep in force a policy of comprehensive public liability insurance insuring the Association against any liability arising out of the ownership, use, occupancy or maintenance of the Common Area and exterior of the properties.

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

(i) Insurance required hereunder shall be in companies rated AAA or better in "Best's Insurance Guide". The insurance carrier shall be instructed that each unit is to be billed separately and payment made by the owner of the respective unit. In the event that payment on a

expiration or cancellation of coverage. The Association shall have the right to order said coverage on behalf of the delinquent owner and charge the cost thereof to that owner pursuant to the format prescribed for non-payment of special assessments.

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

5. The Association shall adopt reasonable rules relating to the use of the Common Area and any improvements thereon. A copy of such rules and of all amendments thereto shall be mailed to each Owner of a lot, and a copy shall be posted in one or more places on the Common Area where the same may be conveniently inspected.

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

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

ARTICLE VIII

TITLE TO COMMON AREA

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

ARTICLE IX

EASEMENTS

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

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

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

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

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

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

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

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

7. Declarant hereby grants to the Association for the benefit of its Members, a non-exclusive easement for landscaping and general recreational purposes over the lots. Such easement shall be located over those portions of lots which are located between the lot lines and the exterior of the foundation walls for the structures as originally constructed on each of the lots by Declarant. Such easement shall also include that portion of each lot which is located between the Common Area and the rear fence line as originally constructed by Declarant on each lot. The allowable uses for the property subject to the foregoing easement are restricted to landscaping (flowers, plants, lawns,

ASSOCIATED UNITS, MAINTENANCE AND USE AS A GENERAL RESIDENTIAL, COMMERCIAL
and garden area. It shall be the responsibility of the Association to
maintain the property subject to the foregoing easement. There shall be
excepted from this grant of easement that portion of each lot which lies
within the enclosed private patios and entry areas of each of the lots
as originally constructed by Declarant.

ARTICLE X

PARTY WALLS

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

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

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

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

Section 5: Arbitration. In the event of any dispute arising
concerning a party wall, or under the provisions of this Article, each
party shall choose one arbitrator; and such arbitrators shall choose

through 1-1048.21.

ARTICLE XI

OWNERSHIP AND TRANSFER

1. Each lot within the Properties, shall be used pursuant to Article III Section 1 for office and institution purposes only.
2. Nothing contained in this Article shall restrict an individual owner from renting or leasing his lot.

ARTICLE XII

ARCHITECTURAL CONTROL

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

and such surfaces shall not be repainted or refinished by the Owner in a color or manner differing from the previous painting or finishing of such building or other structure until the Board or its architectural committee shall have given its written approval of such repainting or refinishing following the submission of an acceptable description of the work to be done. In the event the Board or its architectural committee shall fail to approve or disapprove any plans, specifications, plot plans or work description submitted to it within thirty (30) days after such submission, then such approval shall be deemed to have been waived. No member may construct, repair, remove, improve or otherwise affect any portion of the Common Area in any manner unless specifically authorized in writing by the Board of Directors.

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

ARTICLE XIII

BREACH

1. Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Owner, by the Association or the successors in interest of the Association.

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

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

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

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

ARTICLE XIV

NOTICES

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

ARTICLE XV

DESTRUCTION

In the event the Common Area subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the Common Area shall be as provided by agreement of the Owners representing more than fifty per cent (50%) of the voting

shall be as determined by a majority of the voting power of the Owners.

ARTICLE XVI

CITY'S EASEMENT

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

ARTICLE XVII

CONFLICTS

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

ARTICLE XVIII

GENERAL PROVISIONS

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

Section 2: Amendment. The covenants and restrictions of this Declaration shall run with the bind and land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument approved by the owners of not less than eighty-five (85) per cent of the total votes, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the total votes. Any amendment must be recorded.

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

In Witness Hereof, the undersigned, being the Declarant herein, has hereunto set its hands and seals this 10 day of APRIL, 19 79.

MORNINGSIDE, INC.
DECLARANT

by Robert A. Sampson
ROBERT A. SAMPSON, PRESIDENT

Robert J. Smith
ROBERT J. SMITH, SECRETARY

STATE OF WYOMING

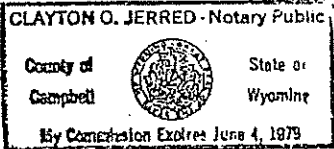
COUNTY OF CAMPBELL

On this 10 day of April 1979, before me personally appeared Robert A. Sampson to me personally known, who, having by me first duly sworn, did say, that he is the President of MORNINGSIDE, INC., the corporation described herein which executed the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be signed as a free act and deed of said corporation.

WITNESS my hand and official seal.

Clayton O. Jerred
Notary Public

My commission expires: June 4, 1979



STATE OF WYOMING

Campbell County } ss.

Filed for record this 10th day of April A. D. 19 79 at 10:30 o'clock A. M. and recorded in Book 462
of Photos on page 66 Fees \$ 44.00

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

RECORDED
ABSTRACTED ✓
INDEXED ✓
CHECKED ✓

By Lillian B. Wababaw
Deputy 455275