

501419

RESTRICTIVE COVENANTS

COULTER, INC., a Wyoming corporation, being the free owner of the property described in Exhibit "A" attached hereto and by reference made a part hereof, hereby makes the following declarations as to limitations, restrictions and uses to which the lots constituting the said declarations shall constitute covenants to run with all of the land described in Exhibit "A", as provided by law, and shall be binding upon all parties and all persons claiming under them, and for the benefit of the limitation of all future owners in said subdivision or present owners consenting thereto by their signatures being affixed hereto.

1. No lot shall be used for more than a two (2) family residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot for use by more than two (2) family dwelling nor shall such dwellings exceed two and one-half stories in height.

1. Provided further, a business office or a hometype business, such as a beauty shop, may be located in the dwelling without being a violation. No commercial or industrial type business, however, shall be conducted on said premises.

2. No permanent unit shall be erected on the premises having less than a total square foot area of 850 feet.

3. No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or noise to the neighborhood.

4. No livestock shall be kept on the lands.

5. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept clean and sanitary.

6. The premises shall, at all times, be maintained in a neat and orderly fashion by the owners.

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

8. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony or external design with existing structures and location with respect to topography and finish grade elevations. All construction shall be new and no

buildings or building may be removed from another location to any site within this subdivision. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line.

9. Party Walls.

a. 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 wilful acts or omissions shall apply thereto.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

10. Building Locations.

a. No building shall be located on any lot nearer to any lot line than the minimum building setback lines provided by City and/or County ordinance restrictions.

b. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction

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

The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

12. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

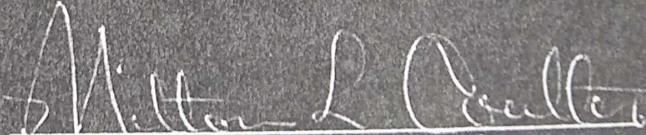
13. **Parking and Non-Operative Vehicles and Facilities.** Parking of trailer-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours, when parked on the street in front of a residence or a parking area between the front building line and the street.

14. **Architectural Control Committee.** The architectural control committee is composed of the following: Milton L. Coulter, Box 909; Deb Bricker, Box 42; and Darrell Coulter, Box 579; all of Gillette. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties may be effected.

15. Enforcement shall be by the proceedings at law or in equity against any persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

DATED THIS 8th day of September, 1981.

COULTER, INC.



Milton L. Coulter, President



Cheryl Coulter, Secretary

The foregoing instrument was acknowledged before me this 8th day of September, 1981, by Milton L. Coulter and Cheryl Coulter as President and Secretary respectively of Coulter, Inc.

Witness my hand and seal.

DEB BRICKER - Notary Public

County of
Campbell

State of
Wyoming

My Commission Expires Aug. 24, 1989

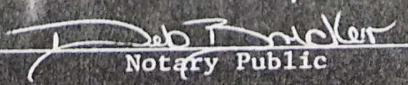

Notary Public

EXHIBIT "A"

Lots 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A and 10B, Block 27 and Lots 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12A, 12B, 13A and 13B, Block 26, Phase 1, Four J Subdivision, 4th Filing, a part of the NW $\frac{1}{4}$ of Section 34, T.50N., R.72W., Campbell Co., Wyoming, according to the official plat thereof recorded 9 September 1981 in Book 3 of Plats, page 34 of the records of Campbell County, Wyoming.

STATE OF WYOMING

ss.

Campbell County

Filed for record this 11th day of September A. D. 1981 at 9:06 o'clock A.M. and recorded in Book 573
of Photos on page 462 Fees \$ 10.00

501419

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By *Marie Shockett*
Deputy



585764

THIS DECLARATION is made on the 25th day of July, 1986 by
Wayne M. Kruse and Ronita J. Kruse, husband and wife, and Donald B. Hein and Kathryn
Hein, husband and wife.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the
City of Gillette, Campbell County, the State of Wyoming, which is more particularly
described as Lot 8A & 8B Block 25 of 4-J Subdivision, Fourth Filing, Phase I.

AND WHEREAS, Declarant has decided to divide each existing tax lot of said
property and the improvements located thereon into two separate parcels each containing
one townhouse unit to be designated as "Parcel A" and "Parcel B" as shown on recorded
plat.

AND WHEREAS, Declarant desires to convey Parcels A and B as separate units
each with a townhouse thereon connected by a party wall to a townhouse on the other
Parcel.

AND WHEREAS, Declarant desires to convey said Parcels subject to certain
protective covenants, restrictions reservations, and easements as hereinafter set
forth:

NOW, THEREFORE, Declarant hereby declares that all of Parcels A and B as
described above, shall be held, sold and conveyed subject to the following easements,
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
unre 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 representative,
administrators successors and assigns.

ARTICLE I

PARTY WALL

1. The wall which is constructed as common part of the above-described
townhouse units and which is located between such townhouses dividing them into
two separate unites constitutes the party wall in question. It is intended that
the owner of each Parcel shall own his own 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 reason-
able 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 Parcel A shall pay one-half of the
expense of maintaining and repairing the party wall separating Parcel A and Parcel B.
Likewise, the record owner, whether one or more persons or entities, of the fee
simple title to Parcel B shall pay one-half of the expenses of maintaining and
repairing the party wall separating Parcel A and Parcel B.

STATE OF WYOMING }
Campbell County }
Filed for record this 30th day of July, A.D. 86 at 11:32 o'clock 8 M. and recorded in Book 897
Photos 603 on page 16.25 Fee 1 585764
By Deputy Lenora K. Wilkison
County Clerk and Ex-Officio Register of Deeds
RECORDED
ABSTRACTED
INDEXED
CHECKED

2. Notwithstanding any provisions of the 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 that 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 wilful or negligent act of 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 Parcel which may affect the owner (or occupants) of the other Parcel.

4. Notwithstanding any provision of this Article to the contrary, an owner who by his negligent or wilful 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 provision 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 provide, as he sees fit, homeowner's insurance for fire, liability theft and other coverage to insure against loss for his particular Parcel and the contents thereof.

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 expenses 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 wilful acts or omissions or any default hereunder.

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

ARTICLE IIUSE RESTRICTIONS

1. The townhouse units located on Parcels A and B shall be used as single family dwellings only.
2. Each Parcel 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 Parcels 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 either of the Parcels; 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 control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owner (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 either Parcel, nor shall either Parcel be used in any way or for any purpose which may endanger the health, or unreasonably disurb the owner (or occupants) of the other Parcel.
5. All rubbish, trash or garbage shall be regularly removed from each Parcel by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon.
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 the other Parcel or its owner (or occupants).
7. Mechanic's or materialmen's liens shall only apply to the particular Parcel which was benefitted by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold the owner of the other Parcel harmless from any liability, costs or expenses resulting from such lien.
8. In the event of destruction of the two dwelling units 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 a mutually 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 Parcel is not equal to the cost of restoring the other Parcel, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all of the owners and all of the holders of any first mortgage or deed of trust agree, the Parcels need not be restored.

9. The exterior of each townhouse unit shall not be changed without the consent of all owners and the exterior shall be decorated with uniform color which shall be agreed upon by the owner of each adjoining Parcel. The necessity and time for making such exterior decoration shall be determined in the same manner. The exterior decoration must be maintained in a good state of repair.

ARTICLE III

CROSS EASEMENT FOR UTILITIES

1. There is hereby created a blanket cross-easement upon, across, over and under Parcels A and B and the improvements situated thereon in favor of the owner of each said Parcels, 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 of said Parcels and to affix and maintain pipes, wires, circuits and conduits on, above across and under the roof and exterior walls of either townhouse to serve either Parcel. Notwithstanding anything contained in this Declaration, any damages to the other owner (or occupant) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services which are presently provided to the building as a whole which contains the two townhouses and which are not presently metered separately, including if appropriate, but not limited to, water, sewer, gas and electricity, shall be divided into two equal amounts and shall be the joint expenses of the owners of the two townhouses. That is, the record owner of each Parcel, whether one or more persons or entities, shall pay one-half of all utility costs (which are not separately metered) resulting from utilities furnished to the building as a whole. This arrangement shall last only until each Parcel is individually metered at which time each owner thereafter shall pay for the particular metered utilities provided to his Parcel. Should one owner begin using a disproportionately larger amount of utilities than the other owner, the other owner may commence arbitration, pursuant to Article V of this Declaration, for a new division of said utility costs to more accurately reflect actual usage.

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 one owner as provided in Articles I, II, or III herein is not paid by the owner within twenty (20) days after notice of such debt, such amount may be paid by the other owner and shall, upon proper recordation with the Clerk and the Recorder of the City and County, become a lien upon the nonpaying owner's Parcel 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 or deed of trust and shall be enforceable in an action at law for the collection of debt or shall be enforceable by all methods available for the enforcement of such lien, including foreclosure by an action brought in the name of the non-defaulting owner in a like manner as a deed of trust lien on real property, at the option of the non-defaulting owner. 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 VARBITRATION

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 arbitration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within 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 in the U.S. mails. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VIGENERAL PROVISIONS

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

2. Invalidation of any one of these terms or provisions by Judgement or Court Order shall not affect any other term or provision. The remaining terms and provisions 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. Whenever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Parcel shall be responsible for the negligent or wilful acts and omissions of his occupants, family, residents, guests, agents, invitees, 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 Parcel.

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

By: Wayne W. Kruse
Wayne W. Kruse

By: Donald D. Hein
Donald D. Hein

By: Ronita Jo Kruse
Ronita J. Kruse

By: Kathryn Hein
Kathryn Hein

State of Wyoming
City of Gillette
Campbell County

July 25th, 1986, This instrument was acknowledged before me this 25th day of July, 1986, by Wayne W. Kruse and Donald D. Hein.

Witness my hand and official seal.

My commission expires: _____



Joseph M. Sprule
Notary Public

EXHIBIT A

Parcel A - Lot 8A, Block 26, 4-J Subdivision, Fourth Filing, Phase I, a part of the NW^{1/4} of Section 34, T.50N., R. 72W., 6th P.M., City of Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record 9 September 1981 in Book 3 of Plats, page 134 of the records of Campbell County, Wyoming.

Parcel B - Lot 8B, Block 26, 4-J Subdivision, Fourth Filing, Phase I, a part of the NW^{1/4} of Section 34, T.50N., R. 72W., 6th P.M., City of Gillette, Campbell County, Wyoming, according to the official plat thereof filed for record 9 September 1981 in Book 3 of Plats, page 134 of the records of Campbell County, Wyoming.



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

Book 917 of Photos, Page 188

THIS DECLARATION is made on the 22nd day of Oct., 1986 by

59085?

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Gillette, Campbell County, the State of Wyoming, which is more particularly described as Lot 98 Block 27 of Phase 1, Four J Subdivision, Fourth Filing.

AND WHEREAS, Declarant has decided to divide each existing tax lot of said property and the improvements located thereon into two separate parcels each containing one townhouse unit to be designated as "Parcel A" and "Parcel B" as shown on recorded plat.

AND WHEREAS, Declarant desires to convey Parcels A and B as separate units each with a townhouse thereon connected by a party wall to a townhouse on the other Parcel.

AND WHEREAS, Declarant desires to convey said Parcels subject to certain protective covenants, restrictions reservations, and easements as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all of Parcels A and B as described above, shall be held, sold and conveyed subject to the following easements, 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 unure 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 representative, administrators successors and assigns.

ARTICLE I

PARTY WALL

1. The wall which is constructed as common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate unites constitutes the party wall in question. It is intended that the owner of each Parcel shall own his own 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 Parcel A shall pay one-half of the expense of maintaining and repairing the party wall separating Parcel A and Parcel B. Likewise, the record owner, whether one or more persons or entities, of the fee simple title to Parcel B shall pay one-half of the expenses of maintaining and repairing the party wall separating Parcel A and Parcel B.

2. Notwithstanding any provisions of the 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 that 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 wilful or negligent act of 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 Parcel which may affect the owner (or occupants) of the other Parcel.

4. Notwithstanding any provision of this Article to the contrary, an owner who by his negligent or wilful 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 provision 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 provide, as he sees fit, homeowner's insurance for fire, liability theft and other coverage to insure against loss for his particular Parcel and the contents thereof.

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 expenses 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 wilful acts or omissions or any default hereunder.

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

ARTICLE IIUSE RESTRICTIONS

1. The townhouse units located on Parcels A and B shall be used as single family dwellings only.
2. Each Parcel 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 Parcels 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 either of the Parcels; 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 control over his pet and shall prohibit the pet from making loud disturbing noises or any other behavior reasonably annoying to the other owner (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 either Parcel, nor shall either Parcel be used in any way or for any purpose which may endanger the health, or unreasonably disburden the owner (or occupants) of the other Parcel.
5. All rubbish, trash or garbage shall be regularly removed from each Parcel by the appropriate owner (or occupants) thereof, at their own expense, and shall not be allowed to accumulate thereon.
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 the other Parcel or its owner (or occupants).
7. Mechanic's or materialmen's liens shall only apply to the particular Parcel which was benefitted by such labor or material. In any event, the owner (or occupants) incurring the mechanic's or materialmen's lien shall save and hold the owner of the other Parcel harmless from any liability, costs or expenses resulting from such lien.
8. In the event of destruction of the two dwelling units 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 a mutually 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 Parcel is not equal to the cost of restoring the other Parcel, then the cost of restoration shall be apportioned according to the individual costs of restoration for each unit. In the event all of the owners and all of the holders of any first mortgage or deed of trust agree, the Parcels need not be restored.

9. The exterior of each townhouse unit shall not be changed without the consent of all owners and the exterior shall be decorated with uniform color which shall be agreed upon by the owner of each adjoining Parcel. The necessity and time for making such exterior decoration shall be determined in the same manner. The exterior decoration must be maintained in a good state of repair.

ARTICLE III

CROSS EASEMENT FOR UTILITIES

1. There is hereby created a blanket cross-easement upon, across, over and under Parcels A and B and the improvements situated thereon in favor of the owner of each said Parcels, 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 of said Parcels and to affix and maintain pipes, wires, circuits and conduits on, above across and under the roof and exterior walls of either townhouse to serve either Parcel. Notwithstanding anything contained in this Declaration, any damages to the other owner (or occupant) pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

2. All utility services which are presently provided to the building as a whole which contains the two townhouses and which are not presently metered separately, including if appropriate, but not limited to, water, sewer, gas and electricity, shall be divided into two equal amounts and shall be the joint expenses of the owners of the two townhouses. That is, the record owner of each Parcel, whether one or more persons or entities, shall pay one-half of all utility costs (which are not separately metered) resulting from utilities furnished to the building as a whole. This arrangement shall last only until each Parcel is individually metered at which time each owner thereafter shall pay for the particular metered utilities provided to his Parcel. Should one owner begin using a disproportionately larger amount of utilities than the other owner, the other owner may commence arbitration, pursuant to Article V of this Declaration, for a new division of said utility costs to more accurately reflect actual usage.

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 one owner as provided in Articles I, II, or III herein is not paid by the owner within twenty (20) days after notice of such debt, such amount may be paid by the other owner and shall, upon proper recordation with the Clerk and the Recorder of the City and County, become a lien upon the nonpaying owner's Parcel 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 or deed of trust and shall be enforceable in an action at law for the collection of debt or shall be enforceable by all methods available for the enforcement of such lien, including foreclosure by an action brought in the name of the non-defaulting owner in a like manner as a deed of trust lien on real property, at the option of the non-defaulting owner. Furthermore, the defaulting owner hereby expressly grant 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 VARBITRATION

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 arbitration shall serve upon the other owner a Notice in writing naming his choice for arbitrator and requiring the other owner within 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 in the U.S. mails. Notices shall be in a stamped and properly addressed envelope.

ARTICLE VIGENERAL PROVISIONS

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

2. Invalidation of any one of these terms or provisions by Judgement or Court Order shall not affect any other term or provision. The remaining terms and provisions 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. Whenever consent is required under this Declaration, such consent shall not be unreasonably withheld.

8. An owner of a Parcel shall be responsible for the negligent or wilful acts and omissions of his occupants, family, residents, guests, agents, invitees, 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 Parcel.

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

By: Cecilia J. Erbaugh
Actg Supervisor Policy Specialist
By: _____

State of Wyoming
City of Gillette
Campbell County

This instrument was acknowledged before me this 22 day of
October, 1986 by Cecilia J. Erbaugh and _____.

Witness my hand and official seal.

My commission expires: My Commission Expires Aug 21, 1990



Mary Ann Geissel
Notary Public

STATE OF WYOMING
Campbell County
Filed for record this 17th day of November A.D. 1986 at 5:04 o'clock P.M. and recorded in Book 917
of Photos on page 188 RECORDED ABSTRACTED
Cecilia J. Addison INDEXED CHECKED
County Clerk and Ex-Officio Register of Deeds
By Deputy Margaret Luedke 590857