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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

SOUTH TOWN CENTER ASSOCIATION, A WYOMING ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by TRD Venture, a Wyoming Association, 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:

South Town Center Condominium Plat, formerly Lot 2C Block 4 of the Resubdivision of Block 3 and Lot 2 of Block 4 of Stocktrail Subdivision, according to the recorded plat thereof.

AND WHEREAS;

From this property will be subdivided five (5) units, said units being more fully described in a Plat recorded in Book 4 of Plats Page 51 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 here declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions.

ARTICLE I

NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protection and maintenance of the properties to enhance the value, desirability and attractiveness of the units and Common Area for the benefit of all owners of units therein. These Covenants, Restrictions, and Conditions are imposed upon Declarant

and upon the owners of all units. Said covenants are for the benefit of all units, and shall bind the Owners of all such units. Such covenants shall be a burden upon and a benefit to not only the original Owner of each such unit, but also his successors and assigns. All such Covenants are intended as, and hereby declared to be, Covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE II

DEFINITIONS

Section 1: The term "Association" shall mean and refer to South Town Center Owners' Association, A Wyoming Association, its successors and assigns as is created by these covenants and controlled by by laws recorded in the records of Campbell County.

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 unit 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 fixtures and 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 2C of the resubdivision of Block 4 and Lot 2, Stocktrail subdivision, Gillette, Campbell County, Wyoming,

Excepting therefrom Units 1 through 5 inclusive,

As shown on a Recorded Plat of South Town Center Condominiums in Book ____ of Plats, Page ____ of the records of Campbell County, Wyoming.

Section 5: The term "Unit" shall mean and refer to any of the five (5) building sites (which except the common area) on which there is, or will be constructed, a commercial warehouse unit which is individually and separately owned.

Section 6: The term "Covenants" are 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 therein, shall mean and refer to the duly elected Board of Directors of the Association or Declarant prior to the 1st annual meeting.

ARTICLE III

USE OF LOTS AND COMMON AREA

Section 1: Use. Each unit within the Properties, except for the Common Area, shall be improved, used and occupied only for commercial, warehouse and office use as presently defined by Section 6-J C-I General Commercial District Zoning Regulations of the City of Gillette Code as shown on the plat. Any use permitted by said zoning classification shall be permitted.

Save and Except:

1. Boarding and Lodging homes
2. Hospitals
3. Mortuaries
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.

Section 3: Signs. Exterior signs shall be permitted on each 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 after the Board's approval. 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 (3) weeks from the date it is submitted. All signs must be in keeping with the general design of the building. No roof top signs shall be permitted. Owners shall maintain their own signs in good condition.

Section 4: Drilling. No oil drilling, oil development or

refinery, or mining operations of any kind shall be permitted upon or in any unit 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 6: External Antenna. No owner or tenant of any unit 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 7: Vehicle Storage. No trailer, camper, boat, truck or vehicle shall be permitted to be stored upon the Common Area.

Section 8: Division of Units. No subdivision of the unit so as to create a new legal description of the unit shall be permitted.

Section 9: Noise. No owner shall allow any equipment, machinery, audio equipment or other noisemaking device to be used or kept on or in a unit or common area that causes a noise louder than thirty decibels as measured from the exterior or party wall or so as to be a violation of the code of the City of Gillette.

Section 10: Each unit shall be equipped with a fire extinguisher which shall meet the State Fire Marshall's requirements.

Section 11: The Common Area shall be maintained in an attractive and safe manner suitable to the full enjoyment of the improvements located thereon.

Section 12: From each unit is hereby reserved an access easement granted to the association or its agents or employees, said easement granting access for the sole purpose of allowing maintenance to be accomplished as set out in Association By-Laws.

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 unit, subject only to the following provisions:

- (a) The By-Laws of the Homeowners Association which have been enacted concurrently with the covenants in which every owners as defined herein shall be subject to.
- (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 record plat for South Town Center.
- (d) 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.

Section 2: Delegation of Use. Any owner may delegate his right of enjoyment to the Common Area to tenants or contract purchasers upon notification to the Association's Board of Directors.

Section 3: Driveways. Ownership of each unit 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 Unit the right of ingress and egress to said Unit.

Section 4: Parking. Every Owner shall have the exclusive use of parking spaces equal to the number of spaces shown below. Assignment of individual parking spaces shall be made by the Board of Directors.

Unit 1	<u>3</u>
Unit 2	<u>2</u>
Unit 3	<u>2</u>
Unit 4	<u>2</u>
Unit 5	<u>3</u>

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner of a Unit 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 Unit which is subject to assessment.

Section 2: Every Owner of a Unit shall have one vote in the Association for every four hundred fifty (450) square feet of Unit space owned. The votes shall be apportioned as follows:

Unit 1	8	votes
Unit 2	5	votes
Unit 3	5	votes
Unit 4	5	votes
Unit 5	<u>8</u>	votes
Total	31	votes

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

ARTICLE VI

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 unit in the Properties.

ARTICLE VII

EASEMENTS AND RESTRICTIONS

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

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

3. The rights and duties of the Owners of the units 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 units owned by other than the Owner of a unit served by said connections, lines or facilities, the Owner of each unit served by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the units or to have utility companies enter upon the units 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 unit, the Owner of each unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his unit.

4. Each unit and its Owner within the Properties is hereby declared to have an easement, and the same is hereby granted by Declarant, over all adjoining units 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 if said encroachment occurred due to willful misconduct of said Owner or Owners. In the event a structure on any unit is partially or totally destroyed, and then repaired or rebuilt, the Owners of each unit

agree that minor encroachments over adjoining units shall be permitted and there shall be easements for the maintenance of said encroachments so long as they shall exist. In addition, each unit within the Properties is hereby declared to have an easement for overhanging roofs and eaves as originally constructed over each adjoining unit 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 unit being serviced and shall pass with each conveyance of said unit.

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

ARTICLE VIII

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 Units shall constitute a party wall, and, to the extent not inconsistent with the Provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

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

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator; and such arbitrators shall choose one arbitrator; and conduct the arbitration pursuant to the Uniform Arbitration Act, Wyoming Statutes 1977 Republished Edition (as amended) §1-36-101 to 1-36-119. The losing party shall pay the prevailing parties attorneys fees and costs.

ARTICLE IX

OWNERSHIP AND TRANSFER

1. Each unit within the Properties, shall be used for Commercial, Warehouse, and Office purposes only as set out above.

2. However, nothing contained in this Article shall restrict an individual owner from renting or leasing his unit.

ARTICLE X

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 or any owner to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

5. A breach of the covenants contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any unit 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. In the event an action is brought to enforce the covenants, the losing party shall pay the prevailing party's attorneys's fees and costs.

XI

NOTICES

In each instance through these covenants or through the By-Laws of the Association in which notice is to be given to the Owner of a unit, 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 unit, or to any general partner of a partnership owning such a unit, 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 unit 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 unit, 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 the President or Secretary 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.

XII

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 (50%) percent of the voting power of the Owners. The use and disposition of insurance proceeds payable to the Association in the event of such destruction or damage shall be as determined by a majority of the voting power of the Owners.

XIII

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.

XIV

CONFLICTS

In case of any conflict between this Declaration and the By-laws and the covenants of the South Town Center Covenants, Conditions and Restrictions, these Declarations shall control.

XV

GENERAL PROVISIONS

Section 1: Severability. Invalidation of any one of these provisions 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 restriction of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument approved by the owners of not less than eighty-five (85%) percent of the total votes, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the total votes. Any amendment must be recorded to be effective.

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 21 day of January, 1983.

DECLARANT

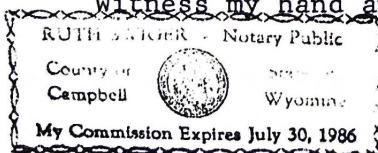
Willis Chrans
Willis Chrans - TRD Venture

Ben R. Doud
Ben R. Doud

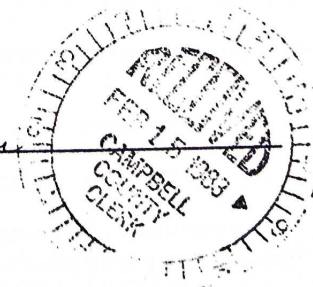
STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Willis Chrans and Ben R. Doud, this 21st day of January, 1983.

Witness my hand and official seal.



Ruth Erickson
Notary Public



My Commission Expires: July 30, 1986

STATE OF WYOMING }
Campbell County } ss.

Filed for record this 15th day of Feb., A.D. 19 83 at 9:12 o'clock aM. and recorded in Book 663
of Photos on page 105 Fees \$ 26.00
Chrans & Addison RECORDED
County Clerk and Ex-Officio Register of Deeds ABSTRACTED
INDEXED
CHECKED
By Deputy Richard M. Brown **525066**