

495440

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
JOHNSON TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by GARY JOHNSON, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Gillette, County of Campbell, State of Wyoming, which is more particularly described as:

The Lots 3 and 4 of Block 8 of the Westover Hills Subdivision, Phase I of the City of Gillette, Campbell County, Wyoming.

From this property will be further subdivided nine (9) lots, said lots being more fully described in a Recorded Plat recorded in Book 3 of Plats Page 97 of the Records of Campbell County, Wyoming.

AND WHEREAS, in order to establish a general plan for the improvement, development and maintenance of the Properties, Declarant desires to subject the Properties to certain conditions, covenants and restrictions, upon the 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.

ARTICLE I
DEFINITIONS

Section 1. 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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

STATE OF WYOMING |
Campbell County | ss.

Filed for record this 4th day of May A. D., 19 81 at 3:44 o'clock PM. and recorded in Book 553 of Photos on page 369 Fees \$ 16.00

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

RECORDED
ABSTRACTED
INDEXED
CHECKED

By Norathy Deles
Deputy

495440

Section 2. 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 this declaration.

Section 3. The term "Lot" shall mean and refer to any of the nine (9) building sites on which there is or will be constructed a single family townhouse as previously described.

Section 4. "Declarant" shall mean and refer to GARY JOHNSON, his successors and assigns should acquire one or more undeveloped Lots from the Declarant for the purpose of development.

Section 5. 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.

ARTICLE II NATURE AND PURPOSE OF COVENANTS

The covenants, conditions and restrictions set forth in this Declaration constitute a general scheme for the development, protections and maintenance of the Properties to enhance the value, desirability and attractiveness of the lots 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, conditions and restrictions are for the benefit of all lots, and shall bind the Owners of all such lots. Such covenants, conditions and restrictions shall be a burden upon and a benefit to not only the original Owner of each lot but also his successors and assigns. All such covenants, conditions and restrictions are intended as and are hereby declared to be covenants running with the land or equitable servitudes upon the land, as the case may be.

ARTICLE III USE OF RESIDENTIAL LOTS

Section 1. USE. Each lot within the Properties, shall be improved, used and occupied only for single family residential purposes.

Section 2. Pets and Other Animals. Dogs, cats, or usual and ordinary household pets may be kept in any dwelling unit upon a lot, (not to exceed a total of two (2) pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose). Except as hereinabove provided, no animals, livestock, birds or poultry shall be brought within the Properties or kept on any lot thereof.

Section 3. Commercial Use. No part of the Properties shall ever be used or caused to be used for any business, commercial, manufacturing, mercantile, storing, vending or such other non-residential purposes, except Declarant; its successors or assigns, may use the Properties for a model home site, and display and sales office during the construction and sales period.

Section 4. Signs. Signs shall not be premitted other than a "For Sale" sign not to exceed 18" by 24" in size and posted in accordance with local laws and regulations.

Section 5. Other Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than a three-quarter (3/4) ton pickup, or similar equipment shall be permitted to remain upon any property within the Properties, unless placed or maintained within an enclosed garage.

Section 6. Drilling. No oil drilling, oil development, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7. Trash Collection. All rubbish, trash and garbage shall be regularly removed from the Properties, and shall not be allowed to accumulate thereon. All clothes lines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.

Section 8. External Antenna. No Owner of any lot within the Properties shall be permitted to construct external radio and/or television antennas or external air conditioning units or evaporative coolers which are mounted on or extended above the roof of any dwelling unit within the Properties, unless with prior written approval.

Section 9. Nuisance. No Owner shall permit, cause or create any nuisance. In addition to the usual meaning, the term "nuisance" shall include the creation of loud noises; the accumulation of materials, debris on other personalty in the yard area and any other activity which diminishes the value of any other Owner's property.

ARTICLE IV
EASEMENTS

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 necessary to the development of the Properties.

ARTICLE V
DRIVEWAY AREA

Every Owner shall have a right and easement of enjoyment in and to the community driveway area. Ownership of each Lot shall entitle the Owner or Owners thereof to the

right of ingress and egress in and upon the community driveway area connected to each lot, subject to the following provisions:

a) The community driveway area shall not be blocked or obstructed and shall always be open to vehicular traffic;

b) Each Owner shall be responsible for maintaining that portion of the community driveway area immediately adjacent to his lot in a safe, clear and orderly manner, which shall include the duty to remove snow.

c) If any Owner fails to maintain his portion of the community lot, the architectural control committee may make oral or written demand upon the failing Owner to remedy the situation and if not then accomplished the architectural control committee may cause the work to be done and the Owner failing or neglecting to accomplish the work shall be responsible for all costs thereof.

ARTICLE VI
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, painted, 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 an architectural committee composed of three representatives elected by the Lot Owners. One set of such plans, specifications and plot plans or other description shall be submitted to the architectural committee. The architectural committee, before giving such approval, may require that changes be made to comply with such requirements as the 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 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 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 on the Properties shall be controlled by the ACC 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 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 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.

2. 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.

3. The Architectural Control Committee shall consist of three Owners. One Owner shall be selected each calendar year to serve for a 3-year term. Election shall be by written ballot of the Owners with each lot casting one (1) vote. To be elected an Owner must receive five (5) votes. Declarant shall have the right to name the initial Architectural Control Committee who shall serve for a term of one (1) year. Then three (3) Owners shall be elected, one for a 3-year term, one for a 2-year term and one for a 1-year term.

ARTICLE VII
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 or by the ACC.

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 or by the Architectural Control Committee.

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 Architectural Control Committee 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 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 VIII
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, 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 owning such lot shall be deemed delivery to the 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.

ARTICLE IX
DESTRUCTION

In the event any townhouse subject to this Declaration is totally or substantially damaged or destroyed, the repair or reconstruction shall be commenced and completed as soon as may be possible.

ARTICLE X
CITY'S EASEMENT

Declarant hereby grants to the City of Gillette, easements 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 service which will be furnished to the Properties by the City of Gillette.

ARTICLE XI
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 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 by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

ARTICLE XII
PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

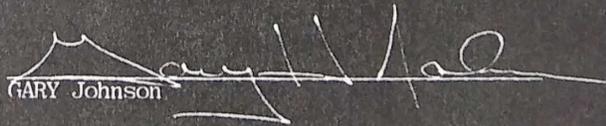
Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such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

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

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

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

DATED this 24th day of April, 1981.

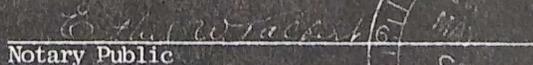

GARY Johnson

STATE OF WYOMING)
) ss.
County of Campbell)

The foregoing instrument was acknowledged before me this 24th day of April, 1981, by Gary Johnson.

Witness my hand and official seal.




Notary Public

