

STATE OF WYOMING )  
 ) ss.  
COUNTY OF ALBANY )

DECLARATION OF PROTECTIVE COVENANTS

TO THE PUBLIC:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned persons being the owners of all the real property set forth on Exhibit "A" which is attached hereto and incorporated herein by reference (which property shall hereafter be referred to as "the lots"), do hereby covenant and agree that all of the lots are held subject to and with all of the benefits of the restrictions and covenants set forth in this document.

1. The lots shall be known, described and used solely as residential lots, and no structure shall be erected on any lot other than in conformance with these covenants.

2. No trailer, basement (other than the basement of a permanent residence), tent, garage, barn or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

3. The title holder and occupant of each lot shall be jointly and severally responsible to keep the lot free of weeds and debris.

4. Vehicles which are not operable, or are in a state of disrepair shall not be parked or kept upon the premises or upon streets abutting the premises, except within an enclosed building.

5. Vehicles, the primary use of which is other than the transportation of passengers not for hire, vehicles intended to be used primarily for sport, commerce or industry, such as trucks carrying campers, boats and boat trailers, tractors and trailers, snowmobiles and snowmobile trailers, shall not be parked on any lot, except within an enclosed building, or upon streets abutting any lot for continuous periods of longer than 48 hours.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or household pets may be kept as provided by City Ordinance.

8. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. 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. 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.

9. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.



INDIAN HILLS THIRD ADDITION TO  
THE CITY OF LARAMIE, WYOMING

Block 7, Lot 7

Block 15, Lots 8, 9, 10, 11, 12 & 13

Block 17, Lots 1, 2, 3, 4, 5, 6, 7, 8, 28, 29, 30, 31, 32 & 33

Block 18, Lots 12, 13, 14, 15, 16, 17, 27, 28, 29, 30, 31, & 32

Block 19, Lots 9, 10, 11, 12, 13, 22, 23, 24, 25 & 26

Block 20, Lots 9, 10, 11, 20, 21, 22, 23, 24, 25, 26, 27, 28 & 29

Block 21, Lots 1, 2, 3 & 4

Block 22, Lots 1, 2, 12, 13, 14 & 15

SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS

THIS Supplemental Declaration of Protective Covenants is made by PULTE HOME CORPORATION with the approval of DONALD R. LAMB, President, DOOR, LTD., this 25th day of February, 1981;

WHEREAS, Pulte Home Corporation owns Lots 1, 2, 3, 4, 5, 6, 7 and 8, inclusive, of Block 17, Indian Hills Third Addition to the City of Laramie, County of Albany, State of Wyoming; and

WHEREAS, Pulte Home Corporation desires to build town house units on the aforesaid lots; and

WHEREAS, Pulte Home Corporation has requested and received consent from the Architectural Control Committee of Indian Hills Third Addition, by and through its duly authorized representative, Donald R. Lamb, President, Door, Ltd.; and

WHEREAS, Pulte Home Corporation desires to supplement the Declaration of Protective Covenants relative to the Indian Hills Third Addition to the City of Laramie, County of Albany, State of Wyoming, and the aforesaid Donald R. Lamb, President, Door, Ltd., consents to such Supplemental Declaration of Protective Covenants; and

WHEREAS, Pulte Home Corporation desires to build town house units on each of the aforesaid lots and provide for covenants pertaining to party walls and fences, which said covenants are hereby approved by Donald R. Lamb, President, Door, Ltd., as a condition of approving the town house units which will be constructed on the aforesaid lots in accordance with the Declaration of Protective Covenants for Indian Hills Third Addition to the City of Laramie;

NOW, THEREFORE, the following protective covenants pertaining to party walls and fences shall apply to Lots 1, 2, 3, 4, 5, 6, 7 and 8, inclusive, of Block 17, Indian Hills Third Addition to the City of Laramie, County of Albany, State of Wyoming:

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.

2. Sharing of Repair and Maintenance

The cost or 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.

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.

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.

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.

6. Common Fences

Each fence which is built as a part of the original construction of the homes upon the properties and which is located approximately on the boundary line between the lots shall be considered an extension of the party wall and treated as a party wall under this Article, excluding the application of Paragraph 4.

7. Arbitration

In the event of any dispute arising concerning a party wall or party fence, 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.


IN WITNESS WHEREOF, I have hereunto signed my name to this Supplemental Declaration of Protective Covenants the day and year first above written.

PULTE HOME CORPORATION, WYOMING  
DIVISION

BY: 

George C. Geal, Vice President  
Finance

APPROVED:

  
Donald R. Lamb, President  
Door, Ltd.

STATE OF WYOMING )  
 ) ss  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by  
George C. Geal, Vice President Finance, WYOMING DIVISION,  
PULTE HOME CORPORATION, this 9<sup>th</sup> day of February, 1981.

WITNESS my hand and seal.

Patricia R. Zook  
Notary Public

My Commission expires:

May 29, 1984



STATE OF WYOMING )  
 ) ss  
COUNTY OF ALBANY )

The foregoing instrument was acknowledged before me by  
Donald R. Lamb, President, DOOR, LTD., this 9<sup>th</sup> day of  
February, 1981.

WITNESS my hand and seal.

Patricia R. Zook  
Notary Public

My Commission expires:

May 29, 1984



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