

DECLARATION OF COVENANTS

Habitat for Humanity of Albany County, Wyoming, Inc., a Wyoming nonprofit corporation, (hereinafter referred to as "Habitat") hereby declares as follows:

1. Habitat is the current owner of the real property described in the attached Exhibit A (herein referred to as "Subdivision").
2. A common driveway providing limited access to the Subdivision from Colorado Avenue has been required as part of Subdivision and is more particularly described in Exhibit A.
3. Access to Colorado Avenue from common driveway should be limited to no more than three (3) entrances to lots within Subdivision.
4. Habitat itself and all future owners of the lots within the Subdivision hereby covenant that access to Colorado Avenue from Subdivision shall be limited to the common driveway which shall have no more than three (3) entrances to Colorado Avenue. Habitat declares that this covenant shall run with Subdivision and apply to each lot owner within Subdivision.
5. In addition Habitat itself and all future owners of lots within Subdivision hereby covenant that each lot owner(s) within Subdivision shall execute and comply with the "Jimmy Carter Subdivision Common Driveway Maintenance Agreement" (herein referred to as "Maintenance Agreement") and is attached as Exhibit B. The executed "Maintenance Agreement" for each lot shall be recorded with the County Clerk. Habitat declares that this covenant shall run with Subdivision and apply to each lot owner within the Subdivision.

DATED this 17 day of January, 2008.

Habitat for Humanity of Albany County,
Wyoming

By: Madeline Dalrymple

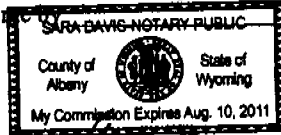
Print Name: Madeline Dalrymple

Title: President of the Board

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me
this 17 day of January, 2008

Witness my hand and official seal.



Madeline Dalrymple
Notary Public

My commission expires: Aug 10, 2011

**Jimmy Carter Subdivision Common Driveway Maintenance Agreement
For Common Driveway**

This agreement is binding upon and entered into by and between Habitat for Humanity of Albany County, Wyoming, Inc., a Wyoming non-profit corporation, (hereinafter referred to as "Habitat") and _____, all of whom may be referred to in this agreement as the Parties.

WHEREAS, Habitat for Humanity of Albany County, Wyoming, Inc., a Wyoming non-profit corporation, is the initial owner and developer of the real property described in Exhibit A, which is attached and incorporated into this Agreement. (hereinafter referred to as "Subdivision")

WHEREAS, _____ is the owner of the following described real property located in _____, Albany County, Wyoming, more particularly described as:

LOTS 1-11, BLOCK 1, JIMMY CARTER SUBDIVISION

WHEREAS, there is no public maintenance of the Common Driveway providing limited access to the Jimmy Carter subdivision from Colorado Avenue and is described in Exhibit A

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. The owners of each lot in Subdivision, including the owners of any future additional lots that may be created by Habitat within Subdivision shall be required to pay an equal share of all costs for maintenance and repair of the Common Driveway.
2. The costs for road maintenance or repair of the Common Driveway will include, without limitation, snow removal, as may be determined by majority vote of the lot owners within Subdivision. Any costs for improvements or construction to the Common Driveway beyond reasonably necessary costs for maintenance or for installation of items not installed by Habitat within Subdivision will require unanimous consent of the lot owners within Subdivision.
3. The owner(s) of each separate lot within Subdivision will be entitled to one vote per lot. Each lot owner will be responsible for the total costs under this agreement multiplied by a fraction, the numerator of which is the total number of lots owned by such owner (s) and the denominator of which is the total number of separate lots located within Subdivision, regardless of size.
4. Owner(s) arranging for work to be performed on the Common Driveway will obtain one or more estimates for the work required. owner(s) will be given notice of the work proposed and the estimated costs for such work. Owner(s) must respond to the arranging owner within thirty (30) days of the date notice was sent by regular mail or personally delivered. Failure to respond will be considered a yes vote. If the work is approved by the required number of owners as provided in Paragraph 2 of this agreement, then owner(s) will be required to pay the arranging owner its share of the estimated costs within twenty (20) days of the date the request for payment was sent or personally delivered. Any excess funds collected will be returned to the owners. If actual costs exceed the estimate approved, then owner(s) will be notified and requested to pay its share of the difference between the estimated and actual costs. Any such additional payments must be received within twenty (20) days of such notice.
5. If any owner(s) fails to pay an assessment within twenty (20) days of the date a request for payment is sent or personally delivered, then such owner(s) will be considered delinquent and any owner (s) who has paid for the work will be entitled to file a lien against the real property of the delinquent owner(s), with proper notice given as provided under Wyoming law. Delinquent owner(s) will be responsible for all costs of collection, including all reasonable attorney fees, all of which shall be included in the lien against the delinquent owner's real

EXHIBIT B

property.

6. Habitat its successors and assigns, retain the right to grant additional easements or licenses to third parties for the use of the Common Driveway. The third parties must agree to be bound by the provisions of this agreement for any period in which their use of the road is no more extensive (frequency of use and vehicle weight) than that of any lot owner and must agree to assume more responsibility, on a proportionate basis, for the costs of road repair for any period in which the use by such third party is more extensive than any lot owner. The determination of the extensiveness of the use and the proportionate responsibility for costs of repair borne by such third parties shall be determined by the majority of the owners.

7. Failure of owner(s) to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8. The undersigned do hereby publish and declare that the real property described above is hereby subject to this agreement and its terms, covenants, conditions, and restrictions and obligations shall be deemed to run with the land, shall be a burden and a benefit to the real property described in Exhibit A, the owner(s) thereof, their successors and assigns, and any such person acquiring or owning an interest in the real property and improvements, their grantees, successors, or assigns.

9. This agreement may be amended by the unanimous vote of the owner(s) of the real property described in Exhibit A.

IN WITNESS WHEREOF, this instrument has been executed effective on the date last signed below.

Habitat for Humanity of Albany County,
Wyoming, Inc., a Wyoming non-profit corporation

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing was subscribed, sworn to and acknowledged before me by _____ of the Habitat for Humanity of Albany County, Wyoming, Inc., a Wyoming non-profit corporation, this _____ day of _____, 200_.

Witness my Hand and Official Seal.

Notary Public

My Commission expires:

Lot Owner(s)

ALBANY COUNTY, LARAMIE, WY
JACKIE R. GONZALES, ALBANY COUNTY CLERK

1/17/2008 #2008-440
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STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing Agreement was acknowledged before me by _____,
this ____ day of _____, 200__.

Witness my Hand and Official Seal.

Notary Public

My Commission expires:

DECLARATION OF COVENANTS

Habitat for Humanity of Albany County, Wyoming, Inc., a Wyoming nonprofit corporation, hereby declares as follows:

1. Habitat is the current owner of the real property described as follows:

Lots 1-11, Block 1, Jimmy Carter Subdivision, located in Section 6, Township 15 North, Range 73 West of the 6th P.M., City of Laramie, Albany County, Wyoming (herein referred to as "Subdivision").

2. Habitat itself and all future owners of the lots in within the Subdivision hereby covenant as follows:

a. Fencing shall not be permitted within the area between the side property lines extending from the front property line to twelve (12) feet west of the full frontal plane of the structure.

b. Exterior siding materials and colors for all structures and additions shall be consistent with the remainder of the development.

c. Businesses frequented by the public are specifically prohibited.

3. Habitat declares that these covenants shall run with the Subdivision and apply to each lot owner within the Subdivision.

DATED this 1 day of August, 2008.

Habitat for Humanity of Albany County, Wyoming, Inc.

By: Madeline Dalrymple

Print Name: Madeline Dalrymple

Title: Past and Acting President, Board of Directors

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Madelyne Dalrymple this 1st day of August, 2008.

Witness my hand and official seal.

P. Weems
Notary Public

My commission expires: 01-20-09

