

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

513930

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THIS DECLARATION is made on the 29th day of June,
1982 by PACESETTER HOMES INC., a Wyoming Corporation,
hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Gillette and County of Campbell, State of Wyoming, which is more particularly described on Exhibit "A" and "B", attached hereto and incorporated herein by reference, commonly known as Lot 8a and 8b Blk. 4 Valley View and lots 12a and 12b Blk. 4 Valley View, Gillette, Wyoming.

AND WHEREAS, Declarant has decided to divide said real property and the improvements located thereon into two separate parcels each containing one townhouse unit to be designated as "Parcel A" and "Parcel B" which are more particularly described on Exhibit "A" and "B".

AND WHEREAS, Declarant desires to convey Parcel 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 Parcel subject to certain protective covenants, conditions, 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 inure 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 representatives, administrators, successors and assigns.

ARTICLE I

PARTY WALL

(1) The wall which is constructed as a common part of the above-described townhouse units and which is located between such townhouses dividing them into two separate units constitutes the party wall in question. There is one such party wall as shown on the attached surveys. 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 expenses 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 this 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 or omission or any default hereunder of the owner of one townhouse unit, such owner 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 expense 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 other owner shall have an easement as to such encroachment. In other words, Declarant does not warrant that the centerline 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 II

Use Restrictions

(1) The townhouse units located on lots 8a and 8b block 4 Valley View and lots 12a and 12b block 4 Valley View 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 disturb 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 occupant) 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 an 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 costs 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.

Cross Easement For Utilities

(1) There is hereby created a blanket cross-easement upon, across, over and under lots 8a and 8b and 12a and 12b and the improvements situated thereon in favor of the owner of each said Parcel, 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 on 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 occupants) 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 IVRemedy 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 one 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 Recorder of the City of Gillette, county of Campbell, 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 a 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 V
ARBITRATION

(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 owner 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 arbitrators 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 VI

General 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 occupants) of either Parcel in law or in equity.

(2) Invalidation of any one of these terms or provisions by Judgment 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.

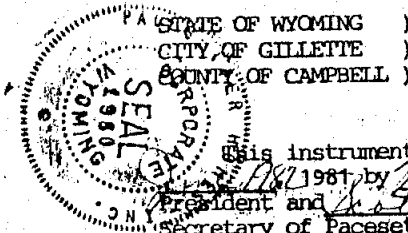
(8) An Owner of a Parcel shall be responsible for the negligent or wilful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of said Parcel.

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

Pacesetter Homes, Inc.
a Wyoming Corporation.

By: Mark Greene
President

By: Scott R. Greene
Secretary



Elizabeth Marshall - Notary Public
County of Campbell State of Wyoming
My Commission Expires Apr. 9, 1983

This instrument was acknowledged before me this 28th day of April 1981 by Mark Greene as Pacesetter Homes, Inc. President and Scott R. Greene as Secretary of Pacesetter Homes, Inc., a Wyoming corporation.

Witness my hand and official seal.

My commission expires: April 9, 1983

Elizabeth Marshall
NOTARY PUBLIC

STATE OF WYOMING }
Campbell County } ss.
Filed for record this 29th day of June A.D., 1982 at 10:42 o'clock A M. and recorded in Book 513930 621
of Photos on page 96 Fees \$ 14.00

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

RECORDED
ABSTRACTED ✓
INDEXED
CHECKED ✓

By Deputy W. L. Lusk