

DECLARATION OF RESTRICTIVE COVENANTS

Donald M. Sutphin and Lucinda M. Sutphin, husband and wife, the owners in fee simple of all of the following described property, to-wit:

Lots 58 thru 63, Replat No. 1, Fairway Estates, a subdivision of Converse County, Wyoming, as recorded in Plat Cabinet No. 2, Slide No. 21.

do hereby make the following covenants which shall run with the land, as provided by law, which shall be binding upon and accrue to all future owners of the property. The purpose of these covenants is to insure the proper, continued maintenance and upkeep of certain areas and systems for the benefit of all future owners of the above-described land.

Article I

Definitions:

1) "Association" shall mean and refer to the unincorporated association provided for in Article II hereof of the owners of units within the above-described real property and any other successor owner's association.

2) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, having fee simple legal title to a Lot or Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. If more than one (1) person or entity has such title all such persons are referred to collectively as "Owner", and such Owners shall exercise their rights as one Owner through such one of them as they may designate from time to time. With respect to an easement of enjoyment, the term "Owner" includes a tenant occupying a Unit under a lease or tenancy from the Owner of the Unit.

3) "Lot". The lots designated in the recorded plat of Lots 58 thru 63, Replat No. 1, Fairway Estates, a subdivision of Converse County, Wyoming.

4) "Unit". A dwelling together with the Lot upon which the dwelling is situate, including all structural units, elements and members located thereon and conveyed in

fee to the owner thereof.

5) "Common Expense Items". This term means and includes all expenses for maintenance, repair, operation, management and administration, with respect to all property of common concern, and/or common ownership, as set forth in Article III hereof and all sums lawfully assessed by the Board of Directors of the association for the mutual benefit of Fairway Estates Townhouses and the Owners.

6) "Common Maintenance Area" shall mean that area as set forth and described on the informational plat attached hereto as Exhibit "A" and by this reference made a part hereof.

Article II

Purpose and Organization:

1) Purpose. Fairway Estates Townhouse Association #1, hereinafter called "The Association #1", is a non-profit, unincorporated association organized for the purpose of owning and/or maintaining those areas and systems as hereinafter provided and of enforcing the terms and conditions of the maintenance obligations for the mutual benefit of the Owners of Units in the above-described property.

2) Membership. Every Owner of a Unit shall be a member of The Association #1.

3) Voting and Quorum. Members shall be entitled to one (1) vote for each Unit owned. A quorum for any meeting shall consist of four (4) of the six (6) votes so authorized, and a majority of votes cast shall constitute final action of the members.

4) Board of Directors. The business and affairs of The Association #1 shall be managed by a Board of Directors consisting of three (3) directors elected annually by the members.

5) Officers. The Board of Directors shall elect a president, a vice-president and a secretary-treasurer who

shall have such authority as may be provided from time to time by the Board of Directors, and who shall serve at the pleasure of the Board. Officers shall be members of the Board of Directors.

6) Informal Action. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting with the written consent of all of the members authorized to vote on the matter, or signed by all of the Board of Directors, as the case may be, and setting forth the action so taken.

7) By-Laws. Except as otherwise provided herein, the business and affairs of The Association #1 shall be conducted in accordance with the by-laws of The Association #1, which by-laws shall be adopted and may be altered, amended or repealed and new by-laws adopted according to the procedures set forth in said by-laws.

8) Incorporation. If the members so elect, The Association #1 may be incorporated under the laws of the State of Wyoming.

Article III

Common Expense Items:

1) Wastewater Disposal System and Plant. The Association #1 shall own and be responsible for the control, safety, repair, maintenance and liability of the entire wastewater disposal system which includes the wastewater treatment unit and plant, the leach bed and leach lines, all collection and distribution lines, and all electrical equipment necessary to operate such waste disposal system, unit and plant. Provided, however, that the service lines appurtenant to each Unit and Lot shall remain the individual ownership of the Owner of each Lot and each Owner shall be responsible for the repair and maintenance of their service line from their Unit to the collection line.

2) Electrical Bill. The Association #1 shall be responsible for payment of all of the electric bills associated with the operation of all of the electrical equipment necessary or required to operate or run the wastewater disposal system and plant.

3) Lawns and Drive-Way. The Association #1 shall provide and be responsible for the control, safety, liability, maintenance and repair of the driveway, lawn and area located within the common maintenance area as designated on the attached Exhibit "A".

4) Sprinkler System. The Association #1 shall own and be responsible for the control, safety, repair, maintenance and liability of the underground sprinkler system located within the common maintenance area designated on said attached Exhibit "A".

5. a) In the event that the need for maintenance or repair of any of the common expense items above set forth is caused by or through the willful or negligent act of the Owner of one of the Units, his or her family, guests or invitees, the cost of such maintenance or repair shall be the obligation of such Owner and subject to action by The Association #1 may become a part of the assessment to which that Unit is subject.

b) The Board of Directors shall oversee an on-going maintenance program which shall incorporate these items of maintenance above mentioned.

Article IV

Maintenance Provisions

1) Exterior Maintenance. The exterior of all buildings constructed on the property shall be maintained by each Owner in a good state of repair at all times. No Owner shall alter the exterior covering of the Unit or Units which he owns unless such covering is harmonious with the general exterior covering of the remaining Units in the project, as determined by the Board of Directors.

In the event an Owner of any Lot or Unit shall fail to

maintain their premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, The Association #1, after approval by two-thirds (2/3's) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Article V

Owners Easement of Enjoyment

1) Driveway. Every Owner of a Unit in the subject property shall have a right and easement of enjoyment in and to the driveway which is common to and provides access to all lots within the subject property; the location of said driveway being more particularly set forth on the attached Exhibit "A". This Easement of Enjoyment to said driveway shall be appurtenant to and shall pass with the title to every Lot.

2) Common Maintenance Area. Each Owner and also the Association #1 shall have an easement and the right of access to the property within the common maintenance area, as necessary, in order to accomplish the care, upkeep, maintenance or repair which The Association #1 is obligated to perform under these covenants.

Article VI

Assessments:

1) Creation of a Lien and Personal Obligation of Assessments. Each Owner of any Lot or Unit by hereafter accepting a deed therefore, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to The Association #1 such annual, monthly or special assessments or charges as the Board of Directors may at any time and from time to time assess or establish in order to pay for the care, upkeep, maintenance or repair of the common expense items hereinabove mentioned. The annual,

monthly or special assessments, together with interest and collection costs (including reasonable attorney's fees) shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest and costs of collection (including reasonable attorney's fees), shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, and upon the Owner's default in the payment of said lien in a timely manner the lien may be foreclosed, according to the law.

The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

2) Purpose of Assessments. The assessments levied by The Association #1 shall be used exclusively for payment of all necessary or required costs and expenses incurred for the care and upkeep and repair and maintenance of the common expense items and common maintenance area, including the cost of labor, equipment, management and supervision thereof. The Board of Directors are empowered to fix assessments for the purposes contained in these covenants at any time or from time to time as they deem necessary or appropriate.

3) Notice. Notice of any action in regard to the establishment of assessments as authorized in this Article and written notice of any meeting called for the purpose of fixing such assessments shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of the meeting.

4) Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots and assessments may be collected and shall be payable at such times and upon such terms and conditions as may be determined by the Board of Directors. Written notice of all assessments so levied and the due dates for payment thereof shall be sent to every

Owner. The Association #1 shall, upon demand in writing, and for a reasonable charge, furnish a certificate signed by an officer of The Association #1, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of The Association #1 as to the status of assessments on a Lot is binding upon The Association #1 as of the date of its issuance.

5) Effect of Nonpayment of Assessments; Remedies of The Association #1. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association #1 may bring any action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property along with interest and costs (including reasonable attorney's fees) of any such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common maintenance area or common expense items or abandonment of his Lot.

6) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien for any first mortgage or deed of trust, and any purchase money loan evidenced by a first mortgage. The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming law. The acceptance of a deed to land subject to this declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any Lot or Unit shall not affect the assessment liens, except that a sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, including deed in lieu of foreclosure or cancellation or forfeiture of an executory land sales contract shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer or cancellation or

forfeiture of an executory land sales contract. No sale or transfer, or cancellation or forfeiture of an executory land sales contract shall relieve such Lot from liability for any such charges or assessments thereafter becoming due or from the lien thereof.

Notwithstanding the personal obligation of each Owner of a Lot to pay all assessments thereon and notwithstanding The Association #1's perpetual lien upon a Lot for such assessments, all successors in interest to the fee simple title of a Lot shall be jointly and severally liable with the prior Owner thereof for any and all unpaid assessments, interest, late charges, costs, expenses and attorney's fees against such Lot, without prejudice to any such successor's right to recover from any prior Owner any amounts paid thereon by such successor; provided, however, that a successor in interest to the fee simple title of a specific Lot shall be entitled to rely upon the existence and status, or absence thereof, of unpaid assessments, interest, late charges, costs, expenses and attorney's fees as shown upon any certificate issued by The Association #1 to such named successor in interest.

Article VII

General Provisions:

1) Enforcement. The Association #1 or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this Declaration of Restrictive Covenants and if it or he shall prevail, it or he shall be allowed reasonable attorney's fees by the Court. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

2) Severability. If any provisions of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall

not affect other provisions or applications herein which can be given effect without the invalid provision or application.

3) Amendment. The covenants and restrictions of this Declaration shall run with the land for a period of twenty (20) years from the date 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 (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such amendment must be duly recorded at the office of the County Clerk, Converse County, Wyoming. PROVIDED, HOWEVER, that the holder of any lien on the premises, including but not limited to government agencies, state agencies, or lending institutions, that have, either now or in the future time, money loaned on the security of the property hereinabove described, shall have the veto power over any such amendment while such mortgage or security interest is in effect.

4) Conflict. Notwithstanding anything contained herein to the contrary, no term or provision of these covenants is intended to conflict with the covenants and restrictions of Fairway Estates, a subdivision of Converse County, Wyoming, as recorded in Book 660, at page 319-330 in the office of the Converse County Clerk, Converse County, Wyoming; it being understood that said covenants and restrictions are binding upon all present and future owners of land within the said subdivision.

IN WITNESS WHEREOF, Donald M. Sutphin and Lucinda M. Sutphin have hereto set their hands this 20th day of May, 1981.

Donald M. Sutphin
Donald M. Sutphin

Lucinda M. Sutphin
Lucinda M. Sutphin

STATE OF WYOMING)
) ss
COUNTY OF CONVERSE)

The foregoing instrument was acknowledged before me by Donald M. Sutphin and Lucinda M. Sutphin, husband and wife, this 20th day of May, 1981.

Witness my hand and official seal.







Notary Public

My Commission Expires:

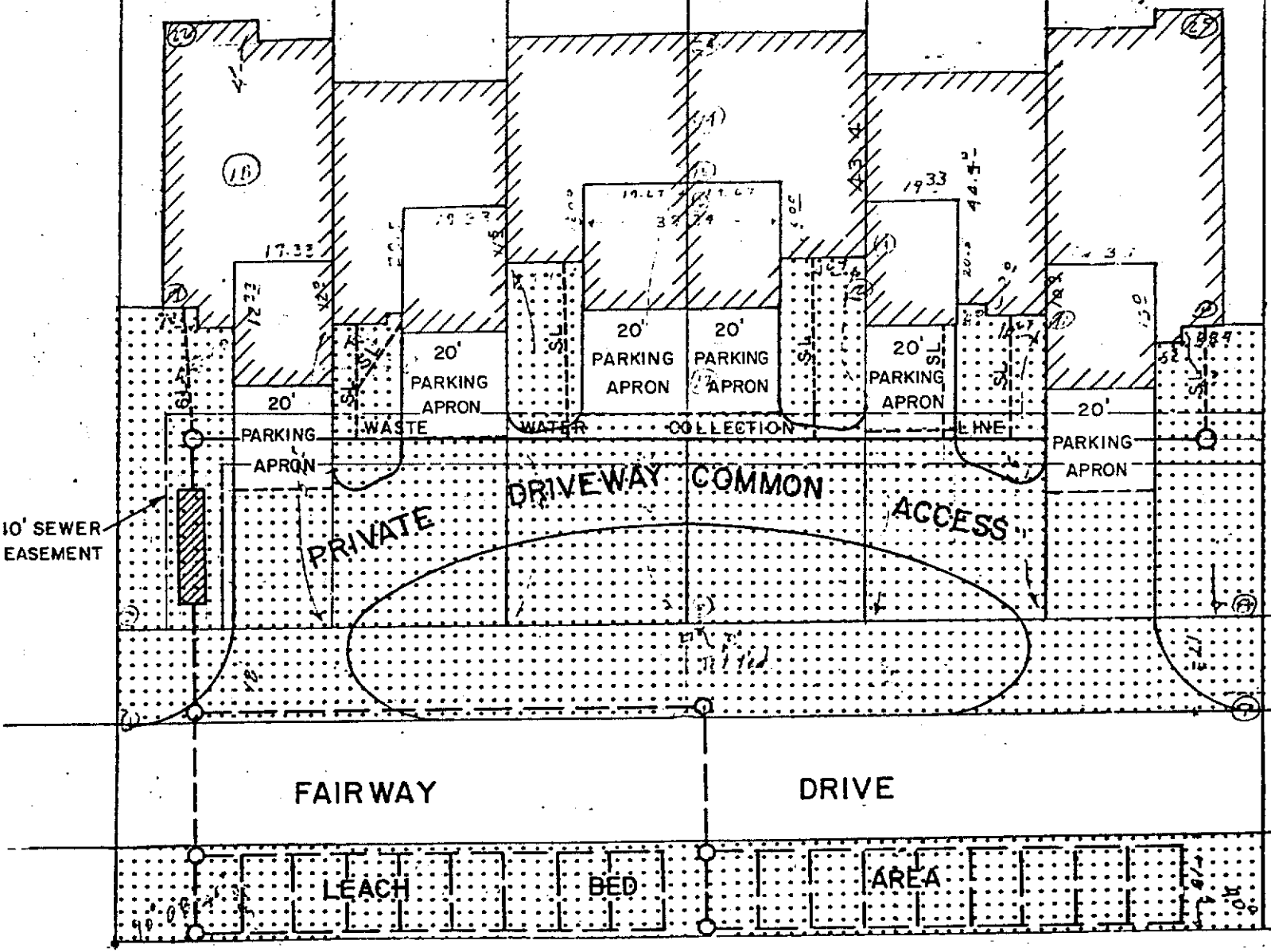
September 4, 1983



LEGEND

-  Waste Water Collection Line
-  SL (Service Line)
-  Distribution and Leach Bed Line
-  Waste Water Treatment Unit

58 59 60 61 62 63



10' SEWER EASEMENT

 **COMMON MAINTENANCE AREA**

NOTE
 THE AREA SHOWN AS THE "20' PARKING APRON" IS EXCLUDED FROM THE COMMON MAINTENANCE AREA.



SCALE: 1" = 30'

FAIRWAY ESTATES
TOWNHOUSES
COMMON MAINTENANCE AREA