



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by EMPIRE HOMES COMPANY, hereinafter referred to as "DECLARANT."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in the Town of Douglas, County of Converse, State of Wyoming, described as:

LOTS: 15, 16, 17 and 18, Block 3, Sanford Addition. A Replat of the South 75.5 feet of Lot 8, and the North 37.5 feet of Lot 9, Block 3, Sanford Addition, to the Town of Douglas, Converse County, Wyoming. *R.M.A.*

upon which Declarant has constructed one Townhouse Building on above described lots.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject of 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. "OWNER" shall mean and refer the record owners whether one or more persons or entities of a fee simple title to either Townhouse Unit which is a part of the aforesaid properties including contract sellers.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinbefore described which has or will be subdivided into four (4) individual Townhouse Units.

Section 3. "TOWNHOUSE UNIT" shall mean and refer to those units created by the division of the aforescribed building located upon the properties hereinabove described which may be shown on a recorded subdivision map of the properties.

Section 4. "DECLARANT" shall mean and refer to Empire Homes Company, their successors, heirs, administrators and assigns.

ARTICLE II - RESTRICTIVE COVENANTS

Section 1. Residential Use. All Townhouse units in the properties shall be used exclusively for residential purposes. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of, or in connection with any townhouse unit. Notwithstanding the foregoing, nothing herein shall be deemed to prevent the owner from leasing a townhouse unit to a single family subject to all the provisions of this declaration. In addition, this restriction shall not be construed to preclude the use of any residence for a professional practice, a studio, workshop, or for artistic pursuits, not requiring the employment of labor other than the owner.

Section 2. Nuisance. No nuisance shall be permitted to exist or operate upon each townhouse unit so as to be detrimental to the other townhouse units. No trash, brush piles, rubbish, junk, inoperative vehicles, including trailers, and no other unsightly items of property or waste shall be collected or placed or permitted to remain anywhere upon the properties and the owner or occupant of each townhouse unit shall do all things necessary or desirable to keep the same, including the yards, grounds, parking area and sidewalks in good order at all times. No owner or occupant shall make or permit any disturbing noises to be made in or on the premises by himself, his family, friends, tenants, or other invitees; or do or permit anything to be done by such persons which would interfere with the rights, comforts, or convenience of the other owners of the properties. Specifically, no owner or occupant shall play or allow to be played any musical instrument, radio, t. v., hi-fi, tape recorder, or the like on the properties between the hours of 10:30 p. m. to the following 8:30 a. m. if the same shall disturb or annoy other owners or occupants of the properties.

Section 3. Fencing. No fence, hedge or wall shall be erected or maintained by either owner without the prior written approval of the other owner within the units and necessary municipal approval.

Section 4. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on the properties. Dogs, cats or other household pets are permitted provided that they are not kept, bred or maintained for any commercial purposes, and provided that the number of pets of all types not exceed, in the aggregate, five (5), of which no more than two (2) shall be adult dogs.

Section 5. Plumbing/Utilities. Each owner shall see to it that, at all times, their townhouse unit is adequately heated or other appropriate steps are taken to avoid freezing and breakage of water pipes. The water closets and all other water apparatus shall not be used for any purpose other than that for

which they were constructed, and no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown therein. The water shall not be left running any unreasonable or unnecessary length of time on the properties. (Each party grants the other as well as their employees and contractor an easement across that part of the owner's premises upon which existing utility transmission facilities presently exist, for installing, maintaining and repairing the same.)

Section 6. Maintenance of Grounds and Yard. The yard and the grounds of each townhouse unit owner (whether vacant or occupied) shall be maintained in a neat and attractive condition free from all debris, and adequately seeded, watered, and mowed and otherwise cared for; all in a manner and with such frequency as is consistent with good property management. In the event an owner shall fail to maintain his yard and grounds and improvements situated thereon, as provided herein, the other owner may, after notice to the owner in writing, enter upon the aforesaid yard and grounds to repair, maintain, clean and restore the said grounds and yard. All costs related to such correction, cleaning, and repair and restoration shall be reimbursed, immediately and, until paid, shall constitute a lien on the townhouse unit of the owner failing to provide such adequate care.

Section 7. Signs. Except with the written consent of the other owner, no signs of any character shall be placed or maintained on any portion of the premises except;

(a) A sign identifying the owner or occupant thereof, the dimensions of which shall not exceed three (3) square feet and which shall not be illuminated.

(b) A "For Sale" sign.

Section 8. Hazardous Substances and Activities. No owner shall use or permit to be brought into his townhouse unit any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosives or articles deemed extra hazardous to life, limb or property nor shall any owner do anything in, on or about his townhouse unit which would tend to substantially increase hazard to life, limb or property, provided that any owner may keep small quantities of cleaning fluid, gasoline, coleman fuel, etc., for normal household uses.

ARTICLE III - PARTY WALL AND COMMONMAINTENANCE OF EXTERIORSDeclaration of Party Wall

Section 1. General Rules of Law to Apply. The common wall which is built as a part of the original construction of the townhouse unit upon the properties and placed on the dividing line between the townhouse units 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. Maintenance of Exterior of Property. The parties agree that they shall, jointly, maintain the appearance of the exterior of the building improvements in a high state of repair including but not limited to the painting, repair, replacements of roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements (not including glass surfaces or foundations). The parties agree, that should it become necessary to repair, maintain, or restore the common roof, common siding, common utilities, common structural elements, or any other elements of the aforescribed buildings (excluding glass surfaces), the costs and expenses of said maintenance, renovation or repair shall be borne by the parties equally provided; however, that in the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, tenants, guests or invitees, the cost of such maintenance or repairs shall be borne by the party causing the same.

Section 3. Repair and Restoration of Party Wall. The cost of reasonable repair and maintenance of the party wall shall be shared by the owners equally.

Section 4. Destruction by Fire or Other Casualty. If a party wall or any of the aforesaid exterior elements of the building are damaged or destroyed by fire or other casualty, either owner may restore it and each owner shall contribute, equally, to the cost of restoration thereof provided, however, that should the party wall or any common elements be damaged or destroyed by the default, negligence, or other act or omission of one of the parties, such party shall rebuild or repair the wall or common elements at such party's sole expense and shall compensate the other party for any damages to the property of the other party.

Section 5. Insurance. Each owner, independently, or both owners acting in concert, shall obtain sufficient fire, casualty and extended coverage insurance to assure sufficient funds to restore said townhouse units in the event of fire or other casualty, as well as sufficient liability insurance providing usual coverages.

Section 6. Right to Contribution Runs with Land. The right of any owner to contribute from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 7. License Agreement. Each owner is hereby granted a license by the other to enter on the other owner's premises for purposes of maintaining and repairing the common wall and common elements in the manner provided herein.

#### ARTICLE IV - GENERAL PROVISIONS

Section 1. Enforcements. In the event of the violation or breach of any of the restrictions, conditions, covenants or agreements herein contained, the Declarant, or any owner shall have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same to recover damages for such violations or to obtain injunctive relief, either mandatory or prohibitive, to prevent such violation or to re-establish the prior existing and unobjectionable condition.

Failure by the Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. In the event that any one or more of the provisions, covenants, conditions, or restrictions or any part thereof, herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, covenants and conditions and restrictions herein set forth shall continue unimpaired and in full force and effect.

Section 3. Duration. All of the provisions, restrictions, covenants and conditions set forth in this Declaration shall affect each of the townhouse units and the properties and shall run with the land, and shall exist and be binding so long as said townhouse units continue to exist.

Section 4. Amendment. This Declaration and the covenants, conditions and restrictions thereof may be terminated, modified or amended with the written consent of all owners of townhouse units and the properties subject to these restrictions provided that such modification, amendment or termination shall be filed with the office of the County Clerk of Converse County, Wyoming.

IN WITNESS WHEREOF, The Declarant has executed this Declaration of Covenants, Conditions and Restrictions this 8th day of December, 1981.

George Fotes  
George Fotes, Partner  
Empire Homes Company

Ron Daley  
Ron Daley, Partner  
Empire Homes Company

STATE OF WYOMING )  
                              ) SS.  
COUNTY OF CONVERSE )

The foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged before me by George Fotes, Partner of Empire Homes Company, and Ron Daley, Partner of Empire Homes Company, on this 8th day of December, 1981.

WITNESS my hand and official seal on this 8th day of December, 1981.



Sandra Hagemann  
NOTARY PUBLIC

My Commission Expires: October 20, 1981