

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT EASTERN WYOMING CONSTRUCTION, INC. OWNER IN FEE SIMPLE OF LANDS DELINEATED HEREON AND DEFINED BY THE LEGAL DESCRIPTION WITHIN THE SURVEYOR'S CERTIFICATE ON THIS PLAT OF 'CREST VIEW TOWNHOUSES - PHASE I', DOES HEREBY DECLARE THE SUBDIVISION TO BE ITS FREE ACT AND DEED AND IN ACCORDANCE WITH ITS DESIRES, AND IT DOES HEREBY CERTIFY THAT CREST VIEW TOWNHOUSES - PHASE I AS SHOWN ON THIS PLAT IS SUBJECT TO TOWNHOUSE OWNERSHIP PURSUANT TO THE DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS OF CREST VIEW TOWNHOUSES - PHASE I, AND THE PRESIDENT AND SECRETARY HAVE BEEN AUTHORIZED TO EXECUTE THIS DEDICATION ON BEHALF OF SAID CORPORATION.

EASTERN WYOMING CONSTRUCTION INC.

*Harold L. Baethour*  
 PRESIDENT  
 ATTEST: *Shirley A. Baethour*  
 SECRETARY

**LEGEND**

DENOTES LOTS 'C' AND 'D' WHICH ARE THE LOTS AS DEFINED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CREST VIEW TOWNHOUSES - PHASE I.

DENOTES THE BOUNDARY LINE OF CREST VIEW TOWNHOUSES - PHASE I.

NOTE: THE "COMMON AREA" AS DEFINED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF CREST VIEW TOWNHOUSES - PHASE I, INCLUDES WITHIN THE BOUNDARIES OF SAID TOWNHOUSES - PHASE I, INCLUDING LOTS 'C' AND 'D' AS PLATTED HEREON.

**ACKNOWLEDGEMENT**

STATE OF WYOMING) SS  
 COUNTY OF GOSHEN )  
 ON THIS 28 DAY OF September 1986 BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WYOMING, PERSONALLY APPEARED HAROLD L. BAETHOUR AND SHIRLEY A. BAETHOUR, TO ME PERSONALLY KNOWN AS PRESIDENT AND SECRETARY, RESPECTIVELY, OF EASTERN WYOMING CONSTRUCTION, INC., AND ACKNOWLEDGED THAT THEY HAD EXECUTED THE FOREGOING DEDICATION TO BE THE FREE ACT AND DEED OF SAID CORPORATION FOR THE PURPOSES HEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF MY OFFICE THIS 28 DAY OF September 1986.

*Kevin E. Hoff*  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: March 23, 1989

**SURVEYOR'S CERTIFICATE**

STATE OF WYOMING) SS  
 COUNTY OF GOSHEN )

I, ROBERT W. TAYLOR, A PROFESSIONAL LAND SURVEYOR DULY LICENSED IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF CREST VIEW TOWNHOUSES - PHASE I WAS MADE FROM NOTES TAKEN DURING AN ACTUAL FIELD SURVEY MADE BY ME ON AUGUST 6, 1986, AND THAT IT CORRECTLY REPRESENTS THE LOTS 'C' AND 'D' WITH THE OUTSIDE OF THE WALLS MONUMENTING THE LOTS OUTSIDE BOUNDARIES AND WITH THE COMMON BOUNDARY FOR LOTS 'C' AND 'D' BEING CLEARLY DELINEATED AS SHOWN ON THE PLAT ABOVE, AND WITH THE COMMON AREA BEING ALL OF THE AREA REMAINING OUTSIDE OF LOTS 'C' AND 'D' AS ALSO SHOWN ON THE PLAT ABOVE, AND THAT THE LANDS EMBRACED IN THIS SUBDIVISION ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS LOCATED ON THE NORTH BOUNDARY OF LOT 43 OF HILLRIDGE SECOND ADDITION AND WHICH IS LOCATED S89°52'14"W A DISTANCE OF 49.48 FEET FROM THE NORTHEAST CORNER OF LOT 43; THENCE S00°18'26"E WITH ALL BEARINGS IN THIS DESCRIPTION BEING ASTRONOMICALLY BASED ON A SOLAR OBSERVATION MADE ON THE EAST LINE OF SECTION 10, T24N, R61W, AND BEING MADE RELATIVE THEREBY BY PLANE SURVEYING METHODS) ALONG A LINE WHICH IS THE EXTENSION NORTH OF THE WEST BOUNDARY OF LOT 'C' OF CREST VIEW TOWNHOUSES - PHASE I, A DISTANCE OF 24.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 'C'; THENCE S00°18'26"E ALONG THE AFORESAID WEST BOUNDARY OF SAID LOT 'C'; A DISTANCE OF 35.55 FEET TO THE CORNER OF A CONCRETE PAD NEAR THE SOUTHWEST CORNER OF SAID LOT 'C'; THENCE S44°22'00"E, A DISTANCE OF 32.10 FEET TO A POINT ON THE EDGE OF CREST VIEW DRIVE CUL-DE-SAC WHICH IS ALSO ON THE WEST EDGE OF A 4 FOOT WIDE ACCESS SIDEWALK FOR LOTS 'C' AND 'D' OF CREST VIEW TOWNHOUSES; THENCE NORTHEASTERLY ALONG THE CREST VIEW DRIVE CUL-DE-SAC WHICH HAS A RADIUS OF 30 FEET, A DISTANCE OF 4.00 FEET THROUGH A CENTRAL ANGLE OF 47°35'00" TO A POINT ON THE EAST EDGE OF THE AFORESAID 4 FOOT WIDE ACCESS SIDEWALK; THENCE N42°28'18"E, A DISTANCE OF 35.05 FEET TO THE SOUTHWEST CORNER OF LOT 'D' OF THE CREST VIEW TOWNHOUSES - PHASE I; THENCE N00°18'26"W ALONG THE EAST BOUNDARY OF LOT 'D', A DISTANCE OF 30.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 'D'; THENCE N00°18'26"W ALONG A LINE WHICH IS THE EXTENSION NORTH OF THE EAST BOUNDARY OF LOT 'D', A DISTANCE OF 24.12 FEET TO A POINT WHICH IS ON THE NORTH BOUNDARY OF LOT 41 OF HILLRIDGE SECOND ADDITION; THENCE S89°52'14"W ALONG THE NORTH BOUNDARY OF LOT 41, 42, AND 43 OF HILLRIDGE SECOND ADDITION, A DISTANCE OF 132.46 FEET TO THE POINT OF BEGINNING AND WITH SAID TRACT CONTAINING 12,850.53 SQUARE FEET.

WYOMING P.L.S. NO. 3891

*Robert W. Taylor*  
 ROBERT W. TAYLOR

**APPROVAL - TOWN OF TORRINGTON**

THE FOREGOING PLAT OF 'CREST VIEW TOWNHOUSES - PHASE I' TO THE TOWN OF TORRINGTON, GOSHEN COUNTY, WYOMING, IS HEREBY APPROVED THIS 28 DAY OF September 1986.

TOWN OF TORRINGTON  
 BY: *J. L. Norman*  
 MAYOR  
 ATTEST: *Blanche C. Jones*  
 CITY CLERK

**APPROVAL - PLANNING COMMISSION**

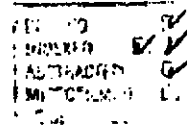
THE FOREGOING PLAT OF 'CREST VIEW TOWNHOUSES - PHASE I' HAS BEEN SUBMITTED AND APPROVED BY THE PLANNING COMMISSION ON THIS 28 DAY OF September 1986.

PLANNING COMMISSION  
 BY: *J. L. Norman*  
 CHAIRMAN  
 ATTEST: *Blanche C. Jones*  
 TOWN CLERK

STATE OF WYOMING  
 COUNTY OF GOSHEN  
 FILED 9/28/86  
 BOOK 1181 PAGE 20  
 RECORD & CLERK OFFICE  
 3:25 P.M.

PHASE I  
**CREST VIEW TOWNHOUSES**  
 TOWNHOUSE LOTS C, AND D  
 A SUBDIVISION OF PART OF  
 LOTS 41, 42, AND 43 HILLRIDGE 2<sup>ND</sup> ADDITION  
 TORRINGTON, GOSHEN COUNTY, WYOMING.

Prepared by *4.2 engineering and land surveying*  
 P.O. Box 99 Torrington, WY 82240



DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CREST VIEW TOWNHOUSES

THIS DECLARATION, made on the date hereinafter set forth by Eastern Wyoming Construction, Inc., a Wyoming corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Torrington, County of Goshen, State of Wyoming, which is more particularly described as:

Crest View Townhouses, Phase 1, a subdivision of parts of Lots 41, 42 and 43, Hillridge Second Addition to the Town of Torrington, Goshen County, Wyoming.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to 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. "Association" shall mean and refer to CREST VIEW TOWNHOUSE ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

LEGAL DESCRIPTION

That part of Lots 41, 42, and 43 of Hillridge Second Addition to the Town of Torrington, Goshen County, Wyoming, being more particularly described as follows:

BEGINNING AT A POINT WHICH IS LOCATED ON THE NORTH BOUNDARY OF LOT 43 OF HILLRIDGE SECOND ADDITION AND WHICH IS LOCATED  $S89^{\circ}52'16''W$  A DISTANCE OF 49.42 FEET FROM THE NORTHEAST CORNER OF SAID LOT 43, THENCE  $S00^{\circ}18'26''E$  (WITH ALL BEARINGS IN THIS DESCRIPTION BEING ASTRONOMICALLY BASED ON A SOLAR OBSERVATION MADE ON THE EAST LINE OF SECTION 10, T24N R61W, AND BEING MADE RELATIVE THERETO BY PLANE SURVEYING METHODS) ALONG A LINE WHICH IS THE EXTENSION NORTH OF THE WEST BOUNDARY OF LOT 'C' OF CREST VIEW TOWNHOUSES - PHASE I, A DISTANCE OF 24.53 FEET TO THE NORTHWEST CORNER OF SAID LOT 'C'; THENCE  $S00^{\circ}18'26''E$  ALONG THE AFOREMENTIONED WEST BOUNDARY OF SAID LOT 'C'; A DISTANCE OF 35.55 FEET TO THE CORNER OF A CONCRETE PAD NEAR THE SOUTHWEST CORNER OF SAID LOT 'C'; THENCE  $S44^{\circ}22'00''E$ , A DISTANCE OF 92.10 FEET TO A POINT ON THE EDGE OF CREST VIEW DRIVE CUL-DE-SAC WHICH IS ALSO ON THE WEST EDGE OF A 4 FOOT WIDE ACCESS SIDEWALK FOR LOTS 'C' AND 'D' OF CREST VIEW TOWNHOUSES, THENCE NORTHEASTERLY ALONG THE CREST VIEW DRIVE CUL-DE-SAC WHICH HAS A RADIUS OF 50 FEET, A DISTANCE OF 4.00 FEET THROUGH A CENTRAL ANGLE OF  $4^{\circ}35'02''$  TO A POINT ON THE EAST EDGE OF THE AFOREMENTIONED 4 FOOT WIDE ACCESS SIDEWALK, THENCE  $N42^{\circ}28'18''E$ , A DISTANCE OF 95.05 FEET TO THE SOUTHEAST CORNER OF LOT 'D' OF THE CREST VIEW TOWNHOUSES - PHASE I, THENCE  $N00^{\circ}18'26''W$  ALONG THE EAST BOUNDARY OF LOT 'D', A DISTANCE OF 30.95 FEET TO THE NORTHEAST CORNER OF SAID LOT 'D', THENCE  $N00^{\circ}18'26''W$  ALONG A LINE WHICH IS THE EXTENSION NORTH OF THE EAST BOUNDARY OF LOT 'D' A DISTANCE OF 24.12 FEET TO A POINT WHICH IS ON THE NORTH BOUNDARY OF LOT 41 OF HILLRIDGE SECOND ADDITION; THENCE  $S89^{\circ}52'16''W$  ALONG THE NORTH BOUNDARY OF LOTS 41, 42, AND 43 OF HILLRIDGE SECOND ADDITION, A DISTANCE OF 132.46 FEET TO THE POINT OF BEGINNING AND WITH SAID TRACT CONTAINING 12,260.53 SQUARE FEET, excluding Lots 'C' and 'D' as shown on the recorded plat of Crest View Townhouses, Phase I.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Eastern Wyoming Construction, Inc., a Wyoming corporation, its successors and assigns.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of any recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and,

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and 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. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roof, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

Section 4. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seventy-five and no/100 dollars (\$75.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members entitled to vote, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of all of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 1 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 20 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments:  
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments:  
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages.  
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

#### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to

surrounding structures and topography by the Board of Directors of the Association. In the event said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### PARTY WALLS

Section 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 thereto.

Section 2. Sharing of Repair and Maintenance. The cost of 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.

Section 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.

Section 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.

Section 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.

## ARTICLE VII

### ASSESSMENTS AND ENCROACHMENTS

Section 1. Each Lot shall be subject to such easements for drainage or utility facilities for the benefit of all other Lots as required for such drainage or utility facility and such easements are hereby reserved. Each Lot benefiting



from a drainage or utility facility passing through or under another Lot shall have an easement under such lot so burdened for installation, maintenance, removal and repair of said facility together with a right of access thereto for the purposes aforesated. Within these easement areas, no action may be taken which may damage or interfere with installation and maintenance of utilities or which may damage or interfere with, or change the direction of flow of, drainage facilities in the easements. Provided, however, the holders of the easements above described shall see that all reasonable care and caution is exercised when performing any work within utility or drainage facility easements passing under another Lot and shall restore said easement area, as nearly as reasonably possible, to the same condition said area was in prior to commencement of said work.

Section 2. The easement area of each lot and all improvements shall be continuously maintained by the owner of such lot for easements in open areas exterior to constructed buildings, and those easements underlying one Lot and benefiting another shall be maintained by the owner of the Lot so benefited, this duty to encompass only that area beneath the Lot so burdened. The foregoing duties of maintenance shall not apply to improvements for maintenance of which a public authority or utility company is responsible.

Section 3. Each Owner of a Lot shall own in fee simple the land upon which his unit is located according to the recorded plat together with all improvements thereon, excepting pipes, wires, conduits or other utility lines or drainage facilities running under or through the Lot and utilized for or serving more than one Lot. Such Owner shall also be deemed to own to the center of walls common to owner's Lot and an adjacent Lot.

If any portion of a common wall of a Lot encroaches on another Lot, a valid easement for the encroachment and for the maintenance of the same so long as it stands shall exist. In the event a home or other structure is partially or totally destroyed and then rebuilt, minor encroachment of parts of common walls shall be allowed to be placed in the same location as they were prior to destruction and valid easements for such encroachments and the maintenance thereof shall exist.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Use Restrictions. The use of the property of the Lots in Crest View Townhouses shall be in accordance

with the following provisions:

(a) Each of the homes shall be occupied only by one family, its servants, and guests, as a residence and for no other purpose. No home may be divided or subdivided into a smaller unit or any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the home to be effected thereby.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Lot owners.

(c) No use or practice shall be permitted on the properties or common areas which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of any Lot by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No Lot owner shall permit any use of his Lot or of the common elements which will increase the rate of insurance upon the property. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented.

(d) Reasonable regulations concerning the use of the common areas may be made and amended from time to time by the Association in the manner provided by this Declaration, the Articles of Incorporation and By-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Lot owners and residents of the condominium upon request.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter.

