

LOT 38

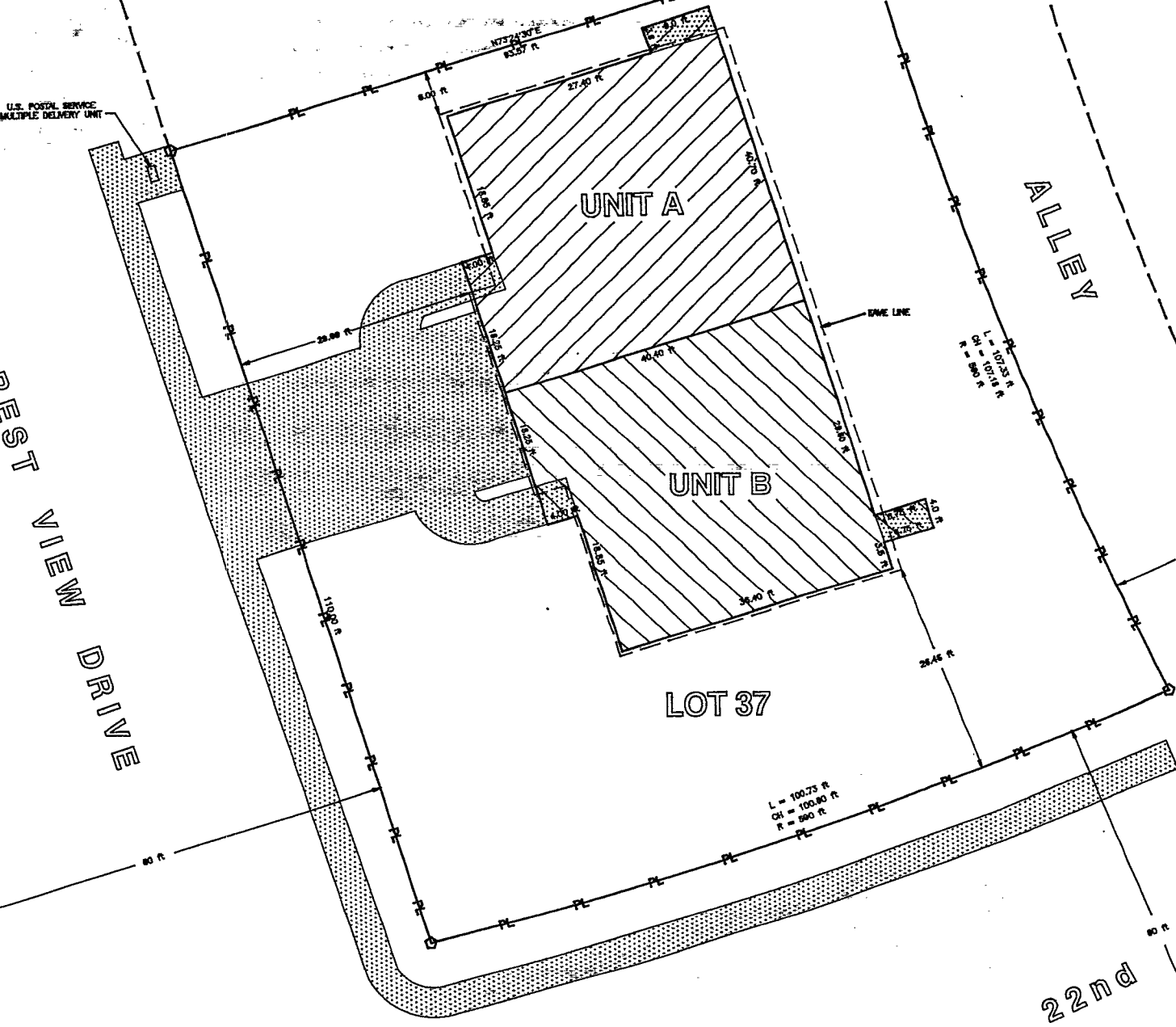
LOT 17

CREST VIEW DRIVE

ALLEY

LOT 37

22nd AVENUE



Approval

GOSHEN COUNTY
 THE FOREGOING PLAT OF "M & S TOWNHOUSE,"
 TORRINGTON, GOSHEN COUNTY, WYOMING, IS HEREBY
 APPROVED THIS 5th DAY OF April, 1994.

BY: M. L. [Signature]
 CHAIRMAN OF THE BOARD

ATTEST: [Signature]
 COUNTY CLERK

TOWN OF TORRINGTON
 THE FOREGOING PLAT OF "M & S TOWNHOUSE,"
 TORRINGTON, GOSHEN COUNTY, WYOMING, IS HEREBY
 APPROVED THIS 5th DAY OF April, 1994.

BY: C. T. [Signature]

ATTEST: [Signature]
 TOWN CLERK

PLANNING COMMISSION
 THE FOREGOING PLAT OF "M & S TOWNHOUSE" IS HEREBY
 APPROVED BY THE PLANNING COMMISSION OF TORRINGTON,
 WYOMING, IN ITS AUTHORIZED ADVISORY CAPACITY TO
 THE GOVERNING BODY AT THE REGULAR SCHEDULED MEETING
 ON THE 22nd DAY OF March, 1994.

DATE: April 5, 1994 BY: [Signature]
 ATTEST: [Signature]
 TOWN CLERK

Surveyor's Certificate

STATE OF WYOMING
 COUNTY OF GOSHEN

I, ROBERT W. TAYLOR, OF EASTERN WYOMING
 ENGINEERING AND SURVEYING PROFESSIONALS OF
 TORRINGTON, WYOMING, DO HEREBY CERTIFY THAT
 THIS PLAT OF "M & S TOWNHOUSE," TORRINGTON,
 GOSHEN COUNTY, WYOMING, WAS MADE FROM FIELD
 NOTES TAKEN DURING AN ACTUAL FIELD SURVEY
 PERFORMED PRIOR TO THE PREPARATION OF THIS
 PLAT, AND THAT IT ACCURATELY REPRESENTS THE
 LOCATION AND ALL DIMENSIONS OF THE TOWNHOUSE
 UNITS FOLLOWING COMPLETION OF THE IMPROVEMENTS.

THE "M & S TOWNHOUSE" ARE LOCATED ON A TRACT
 OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 LOT 37 OF THE "HILL RIDGE 2nd ADDITION"
 TO THE TOWN OF TORRINGTON.



Dedication

KNOWN ALL MEN BY THESE PRESENTS MARILYN O. SIMMONS,
 A SINGLE PERSON, AND WANDA MIDDLESWARTH, A SINGLE
 PERSON, ARE THE OWNERS IN FEE SIMPLE OF THE LAND
 EMBRACED ON THIS PLAT AND IN THIS DESCRIPTION OF
 "M & S TOWNHOUSE" AND DO HEREBY DECLARE THE
 SUBDIVISION OF SAID LAND TO BE THEIR FREE ACT AND
 DEED AND IN ACCORDANCE WITH THEIR DESIRES.

Marilyn O. Simmons MARILYN O. SIMMONS
Wanda Middleswarth WANDA MIDDLESWARTH

Acknowledgment

ON THIS 4th DAY OF March, A.D. 1994, BEFORE ME
 PERSONALLY APPEARED MARILYN O. SIMMONS, KNOWN TO ME
 PERSONALLY AND ACKNOWLEDGED THAT SHE HAD EXECUTED THE
 FOREGOING DEDICATION TO BE HER FREE WILL AND ACT AND
 DEED FOR PURPOSES HEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND
 AFFIX THE SEAL OF MY OFFICE THE DAY AND YEAR FIRST
 WRITTEN ABOVE.

MY COMMISSION EXPIRES: DEC. 30, 1996

Robert W. Taylor NOTARY PUBLIC
 STATE OF WYOMING
 My Commission Expires December 30, 1996

ON THIS 4th DAY OF March, A.D. 1994, BEFORE ME
 PERSONALLY APPEARED WANDA MIDDLESWARTH, KNOWN TO ME
 PERSONALLY AND ACKNOWLEDGED THAT SHE HAD EXECUTED THE
 FOREGOING DEDICATION TO BE HER FREE WILL AND ACT AND
 DEED FOR PURPOSES HEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND
 AFFIX THE SEAL OF MY OFFICE THE DAY AND YEAR FIRST
 WRITTEN ABOVE.

MY COMMISSION EXPIRES: DEC. 30, 1996

Robert W. Taylor NOTARY PUBLIC
 STATE OF WYOMING
 My Commission Expires December 30, 1996

LEGEND

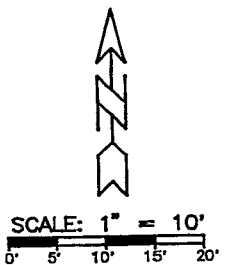
- PL — PROPERTY LINE
- [Hatched Box] DENOTES CONCRETE STEPS DRIVEWAYS & SIDEWALKS
- [Diagonal Hatched Box] DENOTES UNITS A & B
- ☆ 2" X 5/8" REBAR W/ PLASTIC MARKED PLS #3891 SET

NOTE: ALL AREAS THAT ARE NOT DEFINED AS A "UNIT" ARE DEFINED AS A "COMMON AREA"

ALL UTILITIES SERVING THE TOWNHOUSE ARE GIVEN AN EASEMENT ACROSS, OVER, UNDER THE COMMON AREA (SEE M & S TOWNHOUSE DECLARATION)

779139

STATE OF WYOMING
 COUNTY OF GOSHEN
 RECORDED 4-6-94
 BY [Signature]
 WYOMING COUNTY CLERK



M & S Townhome
 A SUBDIVISION OF
 LOT 37 OF THE HILL RIDGE 2nd ADDITION
 TO THE TOWN OF TORRINGTON

EASTERN WYOMING ENGINEERING & SURVEYING PROFESSIONALS
 2510 WEST C STREET, P.O. BOX 2 TORRINGTON, WYOMING 82240
 (307) 532-3811
 DRAWN BY: E BROOKS | SCALE: 1"=10' | FILE:
 CHECKED BY: RWT | PROJECT NO.: 5022099
 DATE: FEBRUARY 23, 1994 | SHEET

779140

STATE OF WYOMING }
COUNTY OF GOSHEN } SS
RECORDED 4-6-94
AT 3:39 P.M.
BOOK 548 PAGE 257
WENDELL E. GRAPES
GOSHEN COUNTY CLERK

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF**

M & S TOWNHOUSE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Marilyn O. Simmons, a single person, and Wanda Middleswarth, a single person, hereinafter referred to as "Declarants", WITNESSETH:

WHEREAS, Declarants are the owners of certain real property in Torrington, Goshen County, State of Wyoming, which is more particularly described as:

M & S Townhouse Subdivision, a subdivision of Lot 37, HILLRIDGE 2ND ADDITION to the Town of Torrington, Goshen County, Wyoming.

NOW, THEREFORE, Declarants hereby declare 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**

"Association" shall mean and refer to M & S TOWNHOUSE ASSOCIATION, its successors and assigns.

"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 Unit is described as follows:

All of M & S Townhouse Subdivision except those portions thereof designated as Units A and B; as more fully described on the official Plat of M & S Townhouse Subdivision.

"Declarants" shall mean and refer to Marilyn O. Simmons and Wanda Middleswarth, their successors and assigns.

"Owner" shall mean refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit 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.

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

"Unit" 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.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's 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 Unit, subject to the following provision:

(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 her Unit 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 all of the members has been recorded.

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

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Every owner of a Unit 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 Unit which is subject to assessment. Each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Unit owned within the Properties, hereby covenant, and each Owner of any Unit 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 her 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 Units situated upon the properties.

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

In the event that the need for maintenance or repair of a Unit 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 Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

Section 4. Maximum Annual Assessment. Until January 1, 1995, the maximum annual assessment shall be \$300.00 per Unit.

(a) From and after January 1, 1995, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without the vote of the membership.

(b) From and after the date hereof, the maximum annual assessment may be increased above 5% by a vote of all of the members who are voting, 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 3, 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 3, 4 and 5 shall be sent to all members not less than 10 days nor more than 40 days in advance of the meeting. At the such meeting the presence of members or of proxies entitled to cast all the votes of members shall constitute a quorum.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units 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 Units on the first day of the month following the recording of this *Declaration*. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Except in the year this *Declaration* is recorded, the Board of Directors shall fix the amount of the annual assessment against each Unit 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 Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit 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% 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 her Unit.

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 Unit shall not affect the assessment lien. However, the sale or transfer of any Unit

pursuant to mortgage foreclosure 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 Unit 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 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 Units upon the Properties and placed on the dividing line between the 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. 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 made 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 provisions in this Article, an Owner who by her 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. Easements for Drainage and Utilities. Each Unit shall be subject to such easements for drainage or utility facilities for the benefit of all other Units as required for such drainage or utility facility and such easements are hereby reserved. Each Unit benefiting from a drainage or utility facility passing through, over or under another Unit shall have an easement through, over or under such Unit so burdened for installation, maintenance, removal and repair of said facility together with a right of access thereto for such purposes. 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 Unit 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. Maintenance of Easements. Easements underlying one Unit and benefiting another shall be maintained by the Owner of the Unit so benefitted, this duty to encompass only that area beneath the Unit 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. Extent of Ownership and Minor Encroachment Easements. Each Owner of a Unit shall own in fee simple the land upon which her 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 Unit and utilized for or serving more than one Unit. Such Owner shall also be deemed to own to the center of walls common to owner's Unit and an adjacent Unit.

If any portion of a common wall of a Unit encroaches on another Unit, a valid easement for the encroachment and for the maintenance of the same so long as it stands shall exist. In the event a 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 OWNERS' CONTINGENT RIGHTS OF FIRST REFUSAL

Section 1. Grant of Rights. Every owner of a Unit is hereby granted a right of first refusal upon the sale of another Unit, on the terms and conditions set forth below. The right of any Unit owner to sell his or her Unit shall be subject to the rights granted in this Article.

Section 2. Procedures. If any owner shall receive a *bona fide* offer to purchase their Unit and shall desire to sell their Unit on the terms and conditions of such *bona fide* offer; such owner shall first offer the sale thereof to the owners of other Unit(s) subject to this *Declaration* hereto upon the same terms and conditions of such *bona fide* offer. Such offer shall be communicated by the owner offering to sell their Unit to the other owners and to the Association by written notice delivered by personal delivery or by registered or certified mail. In the event that such offer shall not be accepted by notice in writing delivered to the offering owner and the Association by personal delivery or by registered or certified mail no later than thirty (30) days after the date of the delivery or mailing of the offer, the owner offering to sell their Unit shall be free to sell such Unit to any other qualified person, without restriction, except that the subsequent transfer of such Unit shall not be for a price or on terms more favorable to the transferee than the price and terms upon which the transfer was initially offered to the other owners. If within one hundred twenty (120) days after the expiration of the thirty-day period of any offer made hereunder, the owner offering to sell their Unit shall fail to consummate a sale or transfer thereof to any other purchaser, then no sale of such Unit may be made thereafter by such owner without again offering the same to the other owners in accordance with the provisions of this Article. Any real estate listing agreement entered into by any owner to list any Unit for sale shall contain an appropriate reference to the provisions of this Article.

ARTICLE IX GENERAL PROVISIONS

Section 1. Use Restrictions. The use of the property of the Units in M & S Townhouse Subdivision shall be in accordance with the following provisions:

(a) Each of the Units shall be occupied only by one family, its servants, and guests, as a residence and for no other purpose. No Unit 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 Unit 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 Unit 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 Unit 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 Unit Owner shall permit any use of her Unit or of the common elements which will increase the rate of insurance upon the property. No 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 *Bylaws*. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Association 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.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Term, Binding Effect and Amendment. The covenants and restrictions of this *Declaration* shall run with and bind the land, for a term 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 by an instrument signed by not less than all of the Unit Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands this ____ day of March, 1994.

DECLARANTS:

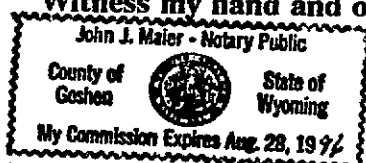

MARILYN O. SIMMONS


WANDA MIDDLESWARTH

STATE OF WYOMING)
:SS
COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Marilyn O. Simmons, a single person, this 4th day of March, 1994.

Witness my hand and official seal.



My Commission Expires: _____



Notary Public

8-28-96.

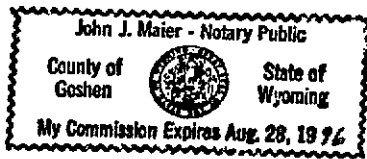
STATE OF WYOMING)


:SS

COUNTY OF GOSHEN)

The foregoing instrument was acknowledged before me by Wanda Middleswarth, a single person, this 4th day of March, 1994.

Witness my hand and official seal.





Notary Public

My Commission Expires: 8-28-96