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RECORDED SEP 30 1982 T. 431 O'CLOCK P.M.

672391

Reception No. JACOB C. WHITEHEAD, Recorder

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

MAHLUM MANOR

THIS DECLARATION, made on the date hereinafter set forth by Arnold L. Mahlum and Eleanor R. Mahlum, husband and wife, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as follows:

Lots 1 through 4, inclusive, Block 1,
Mahlum Manor, a Replat of Lot 4, Block
1, Tumbleweed Subdivision, 2nd Filing,
an Addition to the City of Cheyenne,
Laramie 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. "Owner" means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more lots but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

Section 2. "Association" means Mahlum Manor Home-owners Association, its successors and assigns, the By-laws of which shall govern the administration of the Association, the members of which shall be all of the Owners of the lots in the entire project.

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 the real property set forth on the Mahlum Manor Plat and described as Lot 5 for the common use and enjoyment of the Owners. The Common Area to be owned by the individual Lot Owners each owner an undivided one-fourth ($\frac{1}{4}$) interest.

Section 5. "Lot" shall mean and refer to each plot of land shown upon the recorded Plat of Mahlum Manor and the improvements made thereon, with the exception of the Common Area (Lot 5).



Section 6. "Declarant" shall mean and refer to Arnold L. Mahlum and Eleanor R. Mahlum, husband and wife, their heirs, personal representatives and assigns, if such should acquire more than one undeveloped lot from the Declarant for the purposes of development.

Section 7. "Project" means the land and all buildings and other improvements located on the land and all rights, easements and appurtenants belonging thereto.

Section 8. "Building" shall mean a two-story dwelling wholly occupying a Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area (Lot 5) 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 of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Area (Lot 5) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless an instrument signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded;
- (c) Easements and rights of access for utility lines as shown on the plat of Mahlum Manor;
- (d) There shall be no obstruction on the Common Area (Lot 5), nor shall anything be kept or stored on any part of the Common Area (Lot 5) without the prior written consent of the Association, except as specifically provided herein. Regarding the Common Area (Lot 5), nothing shall be altered, constructed or removed except upon the prior written consent of the Association. Notwithstanding the foregoing, any Owner may delegate, in accordance with the Association By-laws, his right of use and enjoyment to the Common Area (Lot 5) to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 2. Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area (Lot 5) necessary for access to his Lot, and shall have the right to the horizontal and lateral support of his Lot. Such rights shall be appurtenant to and pass with the title to each Lot.





Section 3. Parking Rights. Ownership of each Lot shall entitle the Owner or Owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign two vehicle parking spaces for each dwelling.

ARTICLE III

EASEMENTS

Section 1. Association Use. The Association shall have a non-exclusive easement to make such use of the Common Area (Lot 5) as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain on the Common Area (Lot 5) maintenance and storage facilities for use by the Association or for the use by the Owners of particular Lots.

Section 2. Access for Maintenance. The Owners of all Lots shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Lot and to the Common Area from time to time during such reasonable hours as may be necessary for the maintenance and repair of the Common Area located therein or accessible therefrom or at any time as may be necessary for making emergency repairs to prevent damage to the Common Area or to another Lot and for maintenance and repair pursuant to Article IV herein. The Association shall also have such right independent of any agency relationship. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, invitees or tenants, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject under Article X.

Section 3. Easements for Encroachments. In the event that any portion of the Common Area (Lot 5) encroaches upon any Lot or Lots or in the event that any portion of a Lot encroaches upon any portion of the Common Area (Lot 5) or in the event any encroachment shall occur in the future as a result of: (i) settling of a building; or (ii) alteration or repair to the Common Area (Lot 5); or (iii) repair or restoration of a building(s) and/or Lot(s) after damage by fire or other casualty, or condemnation of eminent domain proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building(s) stands. In the event that any portion of the Common Area (Lot 5) or other improvements comprising part of the Common Area (Lot 5) are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area (Lot 5) or on the Lots for the purposes of marketability of title or other purposes.

ARTICLE IV

USE OF LOTS

Section 1. Residential. Each Lot shall be used for

residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of apartment units within a building for lodging or residential purposes shall not be considered to be a violation of this covenant.

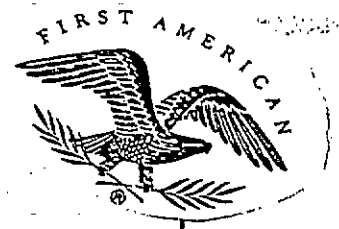


Section 2. Prohibitions. Nothing shall be done or kept in any building or on the Common Area (Lot 5) or any part thereof which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. No operation or activity shall be permitted by an Owner or another within or upon any portion of the Project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body or By-laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the Common Area (Lot 5) or any part thereof shall be committed by an Owner or any invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his tenants or invitees.

Section 3. Interior Maintenance. Each Owner shall have the right and the obligation to keep the interior of his building in a clean, sanitary and attractive condition and in good state of repair.

Section 4. Maintenance of Buildings. Each Lot Owner shall provide, at his expense, exterior building maintenance on each Lot which shall include but not limited to the following: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, porches, and other exterior improvements. In the event an Owner of any Lot shall fail to maintain the exterior building located on his Lot in a manner satisfactory to the Board of Directors, the Association, after approval by one-half (½) of each class of members, shall have the right through its agents and employees, to enter upon said Lot, 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 under Article X.

Section 5. Maintenance of Grounds. The grounds, including without limitation, the lawns, shrubs, trees and sidewalks, shall be maintained by each Lot Owner at his own expense in a proper manner which is homogeneous with all other Properties subject to this Declaration. In the event an Owner of any Lot shall fail to maintain the grounds and in a manner satisfactory to the Board of Directors, the Association, after approval by one-half (½) of each class of members shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the grounds and any other improvements erected thereon. The cost of such grounds maintenance shall be added to and become part of the assessment to which such Lot is subject under Article X. The Association, after approval by three-fourths (¾) of each class of members, may maintain all or any item included in the grounds of all Properties and the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject under Article X.



ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change of or alteration thereto 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, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, 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

MECHANIC'S LIENS

Section 1. No labor performed or services or materials furnished in or for a Lot with the consent of or at the request of an Owner or his agent or his contractor or sub-contractor shall be the basis for the filing of a lien against the Lot of any other Owner, against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the same, or against the Common Area (Lot 5). Such express consent shall be deemed to have been given by the Owner of any Lot in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. An Owner may remove his Lot from a lien against two (2) or more Lots or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Lot. Notwithstanding the foregoing, any mortgagee of a Lot who shall become the Owner of such Lot pursuant to a lawful foreclosure sale or the taking of a deed in lieu of foreclosure shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such mortgagee becomes an Owner, but shall be under such obligation for any claims thereafter.

ARTICLE VII

ASSOCIATION ORGANIZATION

Section 1. Administration and Management. The administration of the Project shall be governed by the By-laws of Mahlum Manor Homeowners Association, hereinafter referred to as the "Association". An owner of a Lot shall become a member of the Association upon conveyance to him of his Lot and shall remain a member for the period of this ownership. As shown and reserved in the By-laws for Mahlum Manor Homeowners Association, the designation and appointment of a Board of Directors has been or will be exercised by the Declarant. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it. The Association shall grant to each first mortgagee of a Lot the right to examine the books and records of the Association at any reasonable time.



Section 2.* Rights. The Association has the right to dedicate or transfer all or any part of the Common Area (Lot 5) 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 signed by three-fourths (3/4) of each class of members agreeing to such dedication or transfer has been recorded.

Section 3. Transfer. Except as otherwise expressly stated herein, any of the rights, interest, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other person or entity; provided, however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

ARTICLE VIII

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the happening of either of the following events, whichever occurs first.

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or,
- (b) On January 1, 1985.

ARTICLE IX

ASSOCIATION FUNCTIONS

Section 1. Management and Control. The Association subject to the rights of the Owners set forth in Article II hereof, shall be responsible for the exclusive management and control of the Common Area (Lot 5) and all improvements thereon (including equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order, and repair, subject, however, to the obligations of the Owners set forth in Article IV, Sections 3, 4 and 5. The Association shall be responsible for maintenance and repair of the areas for access to any automobile parking, parking spaces, garages and all other improvements or materials located within or used in connection with the Common Area (Lot 5). The cost of such management maintenance, and repair by the Association shall be borne as provided in Article X. Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors and employees to perform such services.

Section 2. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Lots and of the Common Area (Lot 5), which rules and regulations shall be consistent with the rights and duties



established in this Declaration. Such rules and regulations may include, without limitation, assignment of certain parking spaces within the Common Area (Lot 5) for exclusive use by Owners of particular Lots. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

ARTICLE X

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 Lot 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 Lot 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 health, safety, and welfare of the residents in the Lots and for the improvement, maintenance and operation of the Common Area (Lot 5) situated within the Project which may include, among other things, expenses for the following: Mangement, insurance which the Association is required or permitted to maintain pursuant hereto; care of grounds water within Lot 5, snow removal charge, repairing and maintaining access to parking spaces and garages.

Section 3. 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 Three Hundred Dollars (\$300.00) - - 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 10% 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 10% by a vote of three-fourths (3/4) of each class of 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 4. 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 within the Common Area (Lot 5), including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 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 one hundred percent (100%) 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 three-fourths (3/4) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both Annual and special assessments as determined under the preceding paragraphs shall be uniform among all Lot Owners and may be collected in installments.

Section 7. 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 (Lot 5). 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.

Section 8. 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 1 1/4 percent per month. 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 (Lot 5) or abandonment of his Lot.

Section 9. 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 became 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 XI

PARTY WALLS AND PARTY FENCES

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of any dwelling or other improvements constructed upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Owners of contiguous Lots who have a party wall or party fence shall both have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of the same by the other Owner.

Section 2. Cost of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Damage or Destruction. If a party wall or party fence is destroyed or damaged by fire or other casualty any Owner who has used the wall or fence, subject to Article V herein, may restore it, and, if the other Owners thereafter make use of the wall or fence, 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 Owners under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions of this Article, any Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 4. Structural Integrity. There shall be no impairment of the structural integrity of any party wall or party fence without the prior written consent of all Owners having any interest therein and the first mortgagees of each Lot.

ARTICLE XII

INSURANCE

Section 1. Comprehensive General Liability and Property Damage Insurance. Comprehensive general liability and property damage insurance shall be purchased by the Board on behalf of the Association and shall be maintained in force at all times, the premiums thereon to be paid by the Association, as a Common Expense. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in the Common Area and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association or the Board of Directors.

Section 2. Hazard and Flood Insurance. Each Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each Lot owned by such Owner, which insurance shall be subject to such additional requirements



as may be established from time to time by the Association by resolution. Such additional insurance requirements may be set forth in agreements or other undertakings which the Board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the Properties.

Section 3. Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot shall be first applied to the repair, restoration, or replacement of such Lot. Each Owner shall be responsible for the repair, restoration, or replacement of each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lots, and reconstruction must be consistent with the architectural control provisions of Article V.

(b) If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Lot, the Owner of such Lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

(c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of a Lot, the Owner of such Lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Lot.

Section 4. Association Rights. If any Owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of a Owner under this Article, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such Owner and/or perform such obligations, and add the cost of such payments or performance, as an additional assessment, to the annual assessment which such Owner is obligated to pay under Article X herein.

Section 5. Additional Insurance.

(a) The Board may purchase and maintain in force as a Common Expense, debris removal insurance, fidelity bonds and other insurance or bonds that it deems necessary. The Board shall purchase and maintain Workmen's Compensation Insurance to the extent that the same be required by law respecting employees of the Association.

(b) Each Owner may obtain additional insurance at his own expense, provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Properties at any time.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or inequity, 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 thereafter.



Section 2. 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 3. Revocation. This Declaration shall not be revoked unless all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instrument(s) duly recorded.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) 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 seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of any Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. In the event there shall be any conflict between the provisions of this Declaration and any By-laws or rule and regulation of the Association, the provisions of this Declaration shall be deemed controlling.

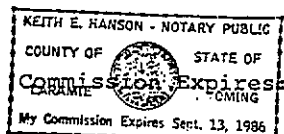
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 29th day of September, 1982.

Arnold L. Mahlum
Arnold L. Mahlum

Eleanor R. Mahlum
Eleanor R. Mahlum

STATE OF WYOMING)
) SS
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by Arnold L. Mahlum and Eleanor R. Mahlum, husband and wife, this 29th day of September, 1982.



Keith E. Hanson
Notary Public

Declaration of Covenants
Standards and Requirements

for

MAIN STREET TOWNHOMES

061118

RECEIVED
LARAMIE COUNTY
CHEYENNE, WY.

This Declaration made this 28th day of August 1989 By Regency Construction Company Inc. a Wyoming Corporation.

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real property described in Article I of this Declaration; and

WHEREAS, Declarant desires to create and maintain a highly desirable residential area compatible with the existing neighborhood; and

WHEREAS, Declarant desires to subject the real property hereinafter described to the covenants, restrictions, easements, and maintenance requirements as set forth in this Declaration for the purpose of promoting the health, safety and welfare of the community, and maintaining the aesthetic and monetary value of property, improvements and amenities located thereon; and

NOW THEREFORE, DECLARANT HEREBY DECLARES that the real property described in Article I is and shall be held occupied, transferred or otherwise conveyed subject to the covenants, conditions, restrictions, easements, maintenance requirements, hereinafter specified, all of which shall be deemed to run with the land and shall be a benefit and burden to any person acquiring an interest in said property, their grantees, successors, heirs, legal representatives and assigns.

Article I

Property subject to this Declaration.

1. Property. The real property subject to this Declaration is located within the City of Cheyenne, County of Laramie, State of Wyoming and is known as Main Street Townhomes; more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 1 Main Street Townhomes, a replat of Lots 2, 3, 4, and 5, Block 9, North Cheyenne, 2nd Filing, an Addition to the City of Cheyenne, Laramie County, Wyoming.

2. Conveyances Subject to Declaration. All easements, restrictions, conditions, covenants, reservations, charges, rights, benefits, maintenance requirements and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the properties, and their respective heirs, successors, representatives, or assigns. Reference in any deed of conveyance, lease, or mortgage, deed of trust, other evidence of obligation or any other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the standards, easements, restrictions, conditions, covenants, reservations liens, charges, rights, benefits and privileges which are granted, created, reserved or declared herein as though fully and completely set forth in their entirety in any such document.

Article II

Architectural Control Committee

1. Architectural Control Committee. The Architectural Control Committee, hereinafter referred to as the "Committee," shall be comprised of Gordon Deisch, Linda Deisch, and Tamie



Ehrisman. The Committee is charged with the responsibility and right to enforce and administer the "Maintenance Requirements" as contained herein. All documents submitted to the Committee shall be addressed to:

P.O. Box 2450
Cheyenne, Wyoming. 82001

or to such other address as may hereafter be given in writing to the Owners by the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed or altered within the subdivision until the construction plans and specifications and a site plan showing the location of the structure have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and elevation with respect to topography and finish ground elevations. All construction shall be new and no building or bulidings may be removed from another location to any site within this subdivision.

3. Committee Review. No structure, building, accessory building, fence, wall, mailbox, driveway or any other improvement shall be constructed or maintained upon any lot, nor shall any exterior addition, change or alteration to existing improvements be made, or landscaping performed until complete plans and specifications showing the exterior design, height, building material and color scheme thereof, location and size of driveways, the general plan of landscaping, fencing, walls and the grading plan shall have been submitted to and approved in writing by the Architectural Control Committee, prior to the commencement of work.

4. Landscaping. The Architectural Control Committee shall review the landscaping of any Owner. The Architectural Control Committee may require the the removal, transplanting or restriction of any landscaping determined to be or become a nuisance to other Owners or a threat to the structural integrity of any improvement on the Properties.

5. Procedures. The Architectural Control Committee shall approve or disapprove plans and specifications within thirty (30) days after written submission. In the event the Architectural Control Committee fails to take any action within (30) days after plans and specifications have been submitted, approval shall not be required, and this Article shall be deemed to have been fully complied with. Each building and/or other structure shall be constructed, erected and maintained in strict accordance with approved plans and specifications.

6. Majority Vote. A majority vote of the Architectural Control Committee is required for approval or disapproval of any proposed plans and specifications submitted to them.

7. Damages. The Architectural Control Committee shall not be liable for damages to any person by reason of any action, failure to act, or the approval, disapproval, or failure to approve or disapprove any plans or specifications submitted to them.

8. Records. The Architectural Control Committee shall maintain written records of all actions taken by it and shall required that a duplicate original of any plans approved by the Committee be deposited with the Committee for future reference.

9. New Committee. At such time as the Declarant no longer has voting rights under Article IV, the Group shall appoint successors to the designated members of the Committee for such terms as the Group may determine or be appropriate.



Article III

Restrictions

1. Trash. No garbage, trash, debris, rubbish, or cuttings shall be placed or deposited on any street, driveway, easement or lot except in conformance with Rules concerning placement of the same in suitable temporary storage containers, or as otherwise be directed by the City Sanitation Department.
2. Building Materials. No building material of any kind shall be placed upon any lot except in connection with approved construction, which must be promptly commenced and completed.
3. Clotheslines, Storage and Antennae. Clotheslines, antenna, woodpiles and storage areas shall be located so as not to be visible from any street and in no event shall any antenna be erected on the roof of any building.
4. Exterior Lighting. No exterior lighting shall be installed on a Lot which disturbs the residents of any adjacent House.
5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and shall be subject to any governmental ordinances or laws. Dogs shall be leashed at all times when outside a House and the pet's owners shall confine the dog for excretion to such areas as may be designated by the Committee. Each Owner shall be responsible to clean up after said Owner's pet. Pets constituting a nuisance may be ordered by the Committee to be kept from the Properties.
6. Signs. Only signs which advertise the sale or rental of Houses shall be permitted.
7. Temporary Structures. No structure of a temporary character, trailer, mobile home or converted mobile home, tent, shack, garbage, barn or other out-building shall be placed on any part of the Properties.
8. Parking and Non-Operative Vehicles and Facilities. Parking of trailer-campers, truck-campers, bus-campers and otherwise large vehicles such as stock trucks and trailers shall be limited to a period of 72 hours when parked on the street in front of a residence or a parking area between the front building line and the street.

The parking of boats and trailers on the street or on any parking area between the front building line of a residence and a street shall be of a temporary nature and not to be left parked in such a location for storage from one season to another or while not in seasonal use.

Vehicles which are not in running condition or are in a state of disrepair shall not be parked on the street in front of a residence or in an on-the-front driveway or on any parking area between the front building line of any residence and the street for a period of time or as a repeated matter of practice

Auto, trucks, trailers and other similar vehicles shall, under no circumstances be parked or stored outside of closed buildings either in front of the lot or upon any portion thereof unless such vehicles are either in closed buildings or carry current Wyoming vehicle registration. Similarly, construction equipment, farm implements, industrial equipment and machinery, or salvage items or their components shall not be stored outside of closed building.



9. Nuisance and Firearms. No noxious, dangerous or offensive activities shall be carried on within the Properties, nor shall anything be done or permitted which shall constitute a public nuisance therein; nor shall any other activities be carried on which require the use of any type of lethal or dangerous weapon. The burning of garbage trash or waste in outside incinerators, barbecue pits or otherwise is strictly prohibited.

10. No Violation of Law. Nothing shall be done within the Properties which would be in violation of any statute, rule, ordinance, regulations, permit, or validly imposed requirement of any governmental body.

11. Mineral Exploration. No portion of the Properties shall be used to explore for or to remove any water, soil, hydrocarbons, or other materials of any sort.

12. Drainage. No watering by any Owner on such Owner's Lot shall be allowed to adversely affect the Lot of any other Owner. No alteration of drainage swales, easements, pathways or ponds will be made without the approval of the Architectural Control Committee and then the alteration must be approved by the City of Cheyenne.

13. Maintenance of Surface. All grading, landscaping, rock, gravel and sprinkler systems shall be maintained by the owner of the property or as defined in Article IV.

14. Resubdivision. No Lot may be resubdivided by anyone other than the original Declarant's Replat of the land.

Article IV

" Main Street Homeowners Maintenance Group "

(M.S.H.M.G.)
(Group)

1. Duties and responsibilities of Homeowner Maintenance Group. Declarant has caused the M.S.H.M.G. to be formed as a non-profit entity to approve, manage, and perform duties for the benefit of all owners. Said Group shall have the following duties, powers, and rights;

(A) To collect monthly or periodic assessments, equitably prorated, from Owners.

(B) From funds collected to provide for Maintenance of landscaping and snow removal.

(C) To enter, into and upon the Lots and the Houses when necessary with as little inconvenience as possible to the occupants concerning in connection with the duties outlined in this Declaration.

(D) To employ workmen and others; to contract for services to be performed, including those of a Manager; to purchase supplies and equipment; to enter into contracts; and generally to have the powers of an apartment house or property manager in connection with the matters herein set forth, except that the Committee may not encumber any property as defined in Article I.

(E) To deposit funds in the hands of the Group which are not necessary for immediate disbursements in insured savings accounts of National or State Banks or Savings and Loan institutions earning the standard rate of interest.

2. Membership. The following shall be entitled to membership in the Group:

(A) All Owners shall automatically become members of M.S.H.M.G. No Owner shall have more than one membership and ownership of a Lot shall be sole qualification for membership.



Upon the sale or transfer of a Lot by Owner, that person's membership shall terminate and shall be automatically transferred to the purchaser or transferee.

(B) The Declarant or its successors or assigns, shall be Members. Such membership shall terminate when the right of Declarant to vote shall no longer be in effect.

3. Voting Rights. The Group shall have two classes of voting membership.

CLASS A. All Owners shall be "Class A members." Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership. When more than one persons holds such interest, the vote for such Lot shall be exercised by one of them designated by written instrument to be the sole voting member, but in no event shall more than one vote be cast with respect to any such Lot. In the absence of such designation, the Board may designate such a sole voting member.

CLASS B. The Class B member shall be the Declarant. The Class B member shall be entitled to ten votes for each Lot in which it holds the interest required.

4. Indemnification. Any manager, employee of the Group, and each director and officer of the Group shall be indemnified by the Group against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon them in connection with any proceeding to which they may be a party, or in which they may become involved by reason of being or having acted as such on behalf of the Group; the foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such person may be entitled.

Article V

Property Rights in Easements

1. Owners Easements of Enjoyment and Access. Every Owner shall have an exclusive right and easement of enjoyment in an easement for access to said Owners Lot.

2. Easements Deemed Appurtenant. The Easements and rights herein created for Owners shall be appurtenant.

Article VI

Covenant for Assessments

1. Creation of Personal Obligation for Assessment. Each Owner of a house by acceptance of a deed therefore shall be deemed to covenant and agree to pay, (a) monthly or annual assessments as charged and, (b) specified Assessments, together with such interest thereon, Attorneys fee's and cost of collection, and, the foregoing shall be the joint and several personal obligation of the Owner(s) of the lot at the time the Assessment was made.

2. Purpose of Assessments. The assessments levied by the Group shall be used exclusively to promote the health, safety and welfare of the improvement and maintenance of all properties, services and facilities devoted to this purpose including but not limited to: the cost of supervision, management, maintenance, and repair as well as replacement and/or addition to the services or facilities, the maintenance, repair and replacement of underground utilities, driveways, paving, curbs, gutters and drainage swales, lighting, walkways, provisions for snow removal, grounds upkeep sprinkler systems, and landscaping.



3. Assessments. Every Lot, except those owned by Declarant shall be subject to an initial Assessment of not more than (\$40.00) forty dollars monthly.

4. Commencement of Assessments. The monthly assessment provided for here in shall commence for any Lots on the 1st day of the 1st month after transfer of Deed from Declarant to Owner.

5. Remedies of Group for nonpayment. Any assessment not paid within fifteen (15) days after its due date shall be deemed delinquent and if not paid after thirty (30) days, shall bear interest at the rate of twelve percent (12%) per annum. A late charge may be assessed for any delinquent payment in an amount to be determined by the Board from time to time and uniformly applied. Failure to make payment of any assessment within thirty (30) days of the due date thereof also shall cause the full amount of such Owner's estimated assessments for the remainder of the calendar year to become due and owing at once, at the option of the Board the delinquent Owner personally, as provided by the laws of the State of Wyoming. In the event it is necessary for the Group to collect delinquent assessments, any recovery shall include all collection cost, including reasonable attorney's fees, court cost and interest as herein specified.

6. Mechanic's Liens. No labor performed or materials furnished with the consent or at the request of an Owner, the Owner's agent, contractor, or subcontractor shall create any right to file a mechanic's lien against the House of any other Owner who does not consent to or request the same. Each contracting or consenting Owner shall indemnify, defend and hold harmless the Group and each of the other Owners from and against liability arising from the claim of any lien against the Houses for labor performed or for materials furnished at the request of the contracting or consenting Owner.

Article VII

Party Walls

1. Definition. Every wall which is built as a part of the original construction of a House and which is intended to be placed on the dividing line between the Lots including every fence between the private patios, shall constitute a Party Wall. The Owner shall possess, in fee simple, that portion of the Party Wall lying within the Owner's Lot.

2. Party Wall. Every Owner having a Party Wall is hereby granted a mutual reciprocal easement for repair or replacement of said Party Wall. No owner shall commit or omit any act, the result of which is an infringement of the adjoining House Owner's right in the Party Wall absent written agreement between such Owners. In the event that any portion of any structures originally constructed by Declarant, including any Party Wall, shall protrude over an adjoining House, such structure shall not be deemed to be an encroachment upon the adjoining House nor shall any action be maintained for the removal of or for damage because of such protrusion. It shall be deemed that said Owner has granted perpetual easements to the adjoining Owner for continuing maintenance and use of any such protrusion. The foregoing also shall apply to any replacements of any Party Wall if the same are constructed substantially in conformity with the original Party Wall constructed by Declarant.

3. Destruction. If a party wall is destroyed or damaged by any casualty, the Owners of Houses abutting such Party Wall jointly shall restore it substantially to its original form, and



they shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of any such Owner to call for larger contribution from the other Owner under any rules of law regarding liability for negligent or willful acts or omissions. Destruction or damage to any Party Wall shall not cause the termination of any rights of any of the adjoining Owners thereto, and such Owners will retain those rights herein set forth concerning any reconstruction or replacement of a Party Wall. Owners of Houses abutting such a Party Wall are obligated hereby to restore it in its substantially original condition. Notwithstanding any other provisions of this Article, and Owner who by his negligent or willful act causes the Party Wall to be damaged shall bear the whole cost of repairing such damage and shall diligently prosecute all such repairs and reconstruction. If such Owner shall fail to do so, then any other Owner of a House abutting such Party Wall may do so at the sole cost and expense of the Owner causing such damage. 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 VIII

Maintenance

1. Maintenance by Owner. The House and any other structures constructed on a Lot including any fence intended to be situated on the dividing line between a Lot shall be maintained by the Owner in a neat and attractive manner.
2. Failure to Maintain. Upon an Owner's failure to otherwise maintain the exterior of any House in good repair and appearance, the Architectural Control Committee, at its sole discretion and upon thirty (30) days written notice to the Owner, may cause the same to be repaired, replaced, repainted, or otherwise maintained or improved. The cost of any such work shall be assessed against the Lot upon which such work is done and shall be added to the monthly assessment or charge to which the Lot is subject pursuant to this Declaration.

Article IX

Duration and Amendments

1. Duration. The covenants and restrictions of this Declaration shall be of full force and effect, and shall inure to the benefit of and be enforceable by the Group, or any Owner their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date of recordation of this Declaration. Thereafter, the covenants and restrictions shall automatically be extended for successive periods of ten (10) years each unless otherwise terminated by an instrument signed by the then Owners of two-thirds (2/3) of the Lots and recorded in the office of the Laramie County Clerk in which event such instrument will be effective at the end of the ten (10) year period during which such instrument was recorded.
2. Amendment. These covenants and restrictions may be amended by an instrument approved and signed by the Owners of not less than two-thirds (2/3) of the Lots. Any amendment(s) shall be duly recorded upon finalization.
3. Special Amendments. Declarant hereby reserves and is granted the right and power to record a Special Amendment to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Home Loan Mortgage Corporation, The Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental

agency or any other public, quasi-public or private entity which performs (or may perform in the future) functions similar to those currently performed by such entities and/or (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first Mortgages covering Lots. In furtherance of the foregoing a power coupled with an interest hereby is reserved and granted to Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to Declarant to make, execute and record Special Amendments. No Special Amendment made by Declarant shall affect or impair the lien of any first mortgage upon a Lot or any Warranties made by an Owner or first mortgagee in order to induce any of the above agencies or entities to make, purchase, insure, or guarantee the first mortgage on such Owner's Lot.

Article X

Condemnation Procedure

1. Condemnation of Houses. If a house is condemned then the proceeds of any such condemnation shall be distributed as agreed to by each Owner and the entity performing the condemnation, without prejudice to the right of owners to negotiate or agree jointly.

Article XI

Insurance

1. House Insurance. The Owner shall be responsible for and shall procure fire and all-risk coverage insurance upon said Owner's House for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies and for such premiums and periods as the Owner may determine to be appropriate, but which insurance shall have a minimum of BBB+ rating. Such policy or policies shall provide that any loss thereunder shall be payable to the Group as insurance trustee for the Owner and the Mortgagee. The Owner shall deliver to the Group a certificate of insurance stating that a policy of insurance as required under this Section is in effect, and that said policy shall not be cancelled, allowed to lapse or materially altered except upon ten (10) days prior written notice thereof to the Group. Each Owner also shall be responsible for insurance on the contents of the House and furnishings and personal property therein.

2. Rebuilding of Damaged House. In the event of damage to or destruction of any House by fire or any other casualty for which an Owner is required to carry insurance, the Group shall, within a reasonable amount of time, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in conformity in all respects with the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The House, when rebuilt or repaired, shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the design of the original House and the surrounding Houses which are not so damaged or destroyed. Neither the Owner nor the Group shall be relieved of this obligation to repair or rebuild by the fact that proceeds received from the insurer are not sufficient to cover the cost thereof. If the proceeds received from the insurer are insufficient, it shall be the duty of the owner to pay to the Group any deficiency required to accomplish the rebuilding or repair. Upon the failure of such Owner to provide such funds within a reasonable period of time after notice and demand by the Group therefor, the Board may cause the repair or rebuilding as provided, and the amount of the deficiency shall be the Owner's personal obligation and a continuing lien on the Owner's Lot.



3. Waiver of Subrogation. The Group and each Owner hereby waive and release any and all claims which they may have against any Owner, the Group officers, members or the Board, its employees and agents the Declarant and any manager and its respective employees or agents, for damage to the Properties or to any personal property located on the Properties, caused by any casualty to the extent that such damage is covered by fire or other form of casualty insurance. Mortgagee endorsement shall be made when the Owner's interest is subject to an encumbrance.

4. Insurance for the Group. The Group shall be required and empowered to obtain and maintain the following insurance:

(A) Fidelity bonds to protect against dishonest acts on the part of all persons who handle or are responsible for handling Group funds. Such bonds shall (1) name the Group as an obligee; (2) be written in the amount equal to at least 150% of the estimated annual operating expenses of the Properties, including reserves; (3) contain waivers of any defense based upon the exclusion of persons serving without compensation from any definition of "employee" or similar expression; (4) provide that no modification in any substantial manner, or cancellation shall be had without thirty (30) days prior written notice to the holders of the first deeds of trust on the Properties

(B) Such other insurance as the Board may deem desirable for the benefit of the Owners

Article XII

Mortgagee Rights

1. Notice to Mortgagee. Each holder of a first deed of trust on any House shall, upon written request by such holder to the Board, receive any of the following:

(A) Copies of budgets, notices of assessments insurance certificates, or any other notices or statements provided under this Declaration by the Group to the Owner of the Lot covered by the Deed of Trust;

(B) Any audited or unaudited financial statements of the Group within ninety (90) days following the end of any fiscal year, which are prepared for the Group and distributed to the Owners;

(C) Copies of notices of meeting of the Owners and the right to be represented at any such meetings by a designated representative;

(D) Notice of the decision of the Owners or the Group to make any material amendment to this Declaration;

(E) Notice of substantial damage to or destruction of

(F) Notice of the decision of the Owners or the Group to make any material amendment to this Declaration;

(G) Notice of any default of the holder's Owners which is not cured by the Owner within thirty (30) days after the giving of notice by the Group to the Owner of the existence of the default;

(H) The right to examine the books and records of the Group at any reasonable time.

Article XIII

General Provisions

1. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.



2. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, when the context so requires.

3. Invalidity. Any provision of the Declaration invalidated in any manner whatsoever shall not be deemed to affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions has never been included herein.

4. Claims. No claim or cause of action shall accrue in favor of any person in the event of the invalidity of any provisions of this Declaration or for failure of the Group or Declarant to enforce any provision hereof. This Section may be pleaded as a full bar to the maintenance of any suit, action, or arbitration brought in violation of this provision.

5. Enforcement. The Group, or any Owner shall have the right to enforce, by any proceeding in law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

IN WITNESS WHEREOF, The undersigned, being the Declarant herein, have hereunto set its hand and seal this 28th day of August 1989.

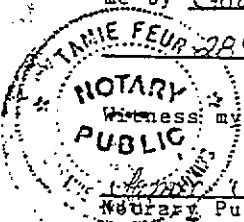
Regency Construction Company Inc.

BY: [Signature]
Gordon Deisch, President

BY: [Signature]
Linda Deisch, Secretary

State of Wyoming)
County of Basin)ss

The foregoing instrument was Acknowledged before me by Gordon Deisch and Linda Deisch, this 28th day of August, 1989



Witness my hand and official seal

[Signature]
Notary Public

My commission expires: December 13 1989

