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VICINITY MAP
CITY CONTROL TIE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT JAMES D. VOLLES, A LIMITED LIABILITY COMPANY, AND LINDSEY B. THOMPSON, LINDSEY B. THOMPSON & ASSOCIATES, P.C., OWNERS IN THE SEVERAL TO THE LAND DESCRIBED IN THE REPLY AND DESCRIPTION OF TRACT 7, STOREY ACRES, CHEYENNE COUNTY, WYOMING, HAVE VOLUNTARILY AND FOREGOING DEED AND DOES HEREBY MAKE THESE EASEMENTS AS SHOWN HEREON AND ANY AND ALL EASEMENTS OF RECORD.

James D. Volles
JAMES D. VOLLES

Lindsey B. Thompson
LINDSEY B. THOMPSON

ACKNOWLEDGMENT

STATE OF WYOMING }
COUNTY OF LARAMIE }

I HEREBY CERTIFY THAT ON THE 10TH DAY OF AUGUST, 1980, THE ABOVE NAMED PARTIES APPEARED IN PERSON OR BY ATTORNEY AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSE THEREIN. IN WITNESS WHEREOF I HAVE HERETOBY SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF MY OFFICE AT CHEYENNE, WYOMING, THIS 10TH DAY OF AUGUST, 1980.



NOTARY PUBLIC: *James D. Volles*
BY COMMISSION EXPIRES: *August 11, 1982*

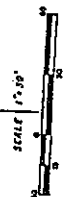
APPROVALS

APPROVED BY THE CHEYENNE LARAMIE COUNTY REGIONAL PLANNING COMMISSION
THIS 10TH DAY OF AUGUST, 1980.

ATTEST: *Kelly Kellum*
CLERK

APPROVED BY THE CITY COUNCIL OF THE CITY OF CHEYENNE,
WYOMING THIS 10TH DAY OF AUGUST, 1980.

ATTEST: *James D. Volles*
CITY CLERK

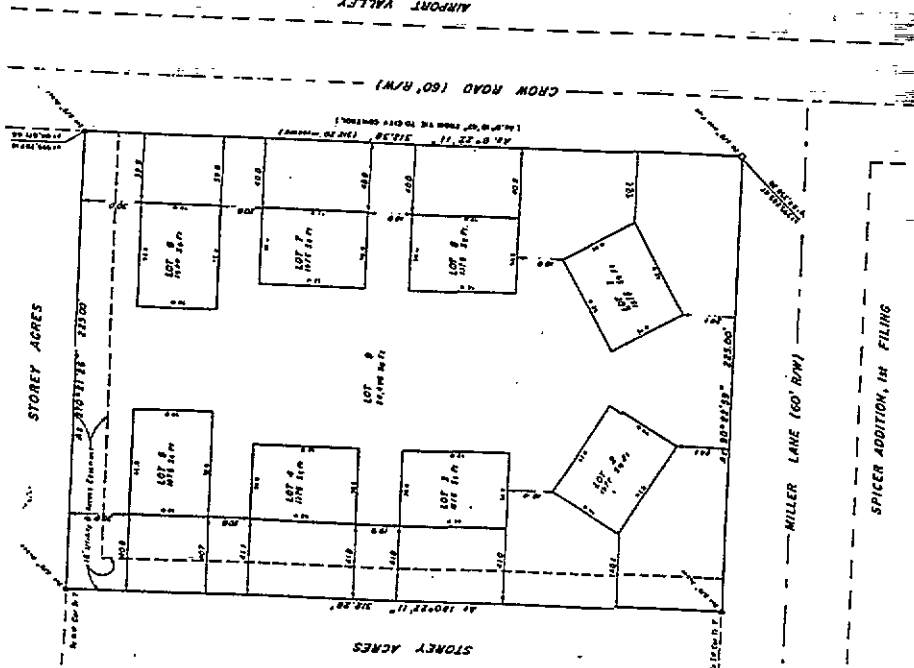


LEGAL DESCRIPTION

THE EAST 225 FEET OF TRACT 7, STOREY ACRES,
CHEYENNE, LARAMIE COUNTY, WYOMING, ENBRACING
1.81 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAMES D. VOLLES, A PROFESSIONAL ENGINEER AND LAND SURVEYOR REGISTERED IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THIS REPLY OF REPLY SQUARE WAS PREPARED UNDER MY SUPERVISION DURING THE MONTHS OF JULY, AUGUST, SEPTEMBER, AND OCTOBER, 1980, AND THAT I AM A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS AND THE WYOMING SURVEYORS ASSOCIATION. I FURTHER CERTIFY THAT ALL MONUMENTATION CORNER AND BOUNDARY POINTS SHOWN ON THIS REPLY SQUARE ARE CORRECT AND THAT THIS SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

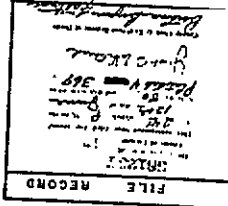


NOTES

1. BASES OF ATMUTH, CROW ROAD: 0°21'N FROM STOREY LANE.
2. ALL LINES OF LOTS 1-8 AS DELINEATED ON THIS PLAT.
3. LOT 9 IS CONSIDERED "COMMON AREA" TO OWNERSHIP OF LOTS 1-8.

AGENCY SQUARE
A REPLY

OF
THE 225' OF TRACT 7, STOREY
ACRES, SECTION 18, T.14N. R.68W,
8TH P.M., LARAMIE COUNTY, WYO.



LD010337-6017
Page 25
of 25

Date: 8/10/80
No. 10-19-81

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

REGENCY SQUARE

THIS DECLARATION, made on the date hereinafter set forth by H & R Enterprises, Ltd., a limited liability company, 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:

Regency Square, a Replat of the East 225 feet of Tract 7, Storey Acres, 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 Homeowners Association, not for profit, 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 real property 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 Lot 9, Regency Square.

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 H & R Enterprises, Ltd., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

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

Section 8. "Building" shall mean a self-standing four (4) unit apartment building wholly occupying a Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall



Restrictions, Easements, Covenants, Conditions and Restrictions of any kind, in any instrument, recorded in the office of the Recorder of Deeds, State of Wyoming, on lots, tracts, parcels, or interests therein, the family status, or interest therein, hereby deleted to the extent such restrictions violate 42 USC 3604(c).



have a non-exclusive 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 the recreational facilities by 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 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 two-thirds (2/3) 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 Regency Square;

(d) There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association, except as specifically provided herein. Regarding the Common Area, 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 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 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 less than six 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 six 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 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 in the Common Area 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. 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 IX.

Section 3. Easements for Encroachments. In the event that any portion of the Common Area encroaches upon any Lot or Lots or in the event that any portion of a Lot encroaches upon any portion of the Common Area 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 or (iii) repair or restoration of a building(s)



and/or Lot(s) after damage by fire or other casualty, or condemnation or 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 one or more of the Lots or other improvements comprising part of the Common Area 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 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 multi-family 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 in the Common Area 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 the 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 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. Structural Alterations. No exterior structural alterations to any building shall be made, and no plumbing, electrical, or similar work within or upon the Common Area shall be done by an Owner without the prior written consent of the Association. An Owner may do such work as may be appropriate to maintain and repair such Owner's Lot without violating this provision.

ARTICLE V
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. 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 VI
ASSOCIATION ORGANIZATION



Section 1. Administration and Management. The administration of these properties shall be governed by the By-laws of Regency Square Homeowners Association, a Wyoming Corporation, not for profit, 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 Articles of Incorporation and By-laws for Regency Square 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 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 two-thirds (2/3) 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 VII
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 July 1, 1982.

ARTICLE VIII
ASSOCIATION FUNCTIONS

Section 1. 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 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, Section 3 hereof. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Buildings and other improvements located on the Project, including without limitation the painting of the same as often as necessary, the replacement of trim, caulking, and the maintenance and repair of roofs, gutters and downspouts, utility lines, areas for access to any automobile parking, parking spaces and all other improvements or materials located within or used in connection with the Common Area. The Association shall maintain in proper, first class manner all landscaping and natural vegeta-

tion constituting part of the Common Area, including assuring the preservation of good visual continuity between landscaped areas and natural vegetation. The cost of such management maintenance, and repair by the Association shall be borne as provided in Article IX. 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, 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 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 IX

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 recreation, health, safety, and welfare of the residents in the Lots and for the improvement, maintenance and operation of the Common Area situated within the Project which may include, among other things, expenses for the following: Management, insurance which the Association is required or permitted to maintain pursuant hereto; care of grounds; common lighting and heating; water service; trash collection; sewer service; repairs and maintenance.

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 Seven Hundred Twenty Dollars (\$720.00) per Lot at Sixty Dollars (\$60.00) per month.

- (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 two-thirds (2/3) 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, 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 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 (1/2) 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 1/12th installments on a monthly basis.

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. 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 1/2 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 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 X

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 both the Common Area and the buildings and lots 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. Fire and Hazard Insurance. The Board on behalf of the Association shall at all times cause to keep all buildings of the Project insured against loss or damage by fire with extended cov-



erage in an insurance company authorized to do business in Wyoming in an amount as near as practicable to the full replacement costs thereof without deduction for depreciation, in the name of the Board as attorney-in-fact for all Lot Owners and mortgagees according to the loss or damage to their respective buildings and appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in Wyoming as the Board shall designate for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Lot Owner true copies of such insurance policies or current certificates thereof, without prejudice to the right of each Lot Owner to insure his building for his own benefit. Every such policy of insurance shall:

- (a) Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any Lot Owner;
- (b) Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board of any Lot Owner or any other persons under either of them;
- (c) Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least 30 days' prior written notice thereof to the Board, Owner and every holder of a first mortgage on a Lot.
- (d) Contain a waiver by the insurer of any right of subrogation to any right of the Board, or Lot owners against any of them or any other persons under them; and
- (e) Contain a standard mortgage clause which shall:
 - (1) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any building or apartment lease of the project, in their respective order and preference, whether or not named therein;
 - (2) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Lessee of Lot owners or any persons under any of them;
 - (3) Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon, and any contribution clause; and
 - (4) Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

Section 3. Owner's Personal Liability and Property Insurance. An Owner may carry such personal liability insurance, in addition to that herein covered as he may desire. In addition, any improvements made by an Owner to the real property within a building, as well as the personal property of the Owner, may be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Tenant's Improvements and Betterments". All such insurance separately carried shall contain waiver of subrogation rights by the carriers as to negligent Owners.

Section 4. Other Insurance. 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.

Section 5. Attorney-in-fact. The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss and adjustment on the policy or policies carried under Section 2 of this Article.

Section 6. Proceeds. The Board shall receive the proceeds

of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as herein provided, and the Association at its Common Expense shall make up any deficiency in such insurance proceeds.



Section 7. Decision Not to Rebuild. If all Owners and all Mortgagees unanimously agree not to rebuild, the Project shall be sold and the proceeds shall be apportioned among the Owners in proportion to the respective interests of the Owners in the properties and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Lot. Each such account shall remain in the name of the Owner. From each separate account the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one (1) account to the other, first to Mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XI

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 during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) 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. 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 February, 1980.

H & R ENTERPRISES, LTD.

By Roy Howell
Roy Howell

By Theodore Romano
Theodore Romano

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)



The foregoing instrument was acknowledged before me this 29th
day of February, 1980, by Roy Howell and Theodore Romano, of
H & R Enterprises, Ltd., a Limited Liability Company.

Notary Public in and for the State of	
LARAMIE	STATE OF
WYOMING	
My Commission Expires May 31, 1983	

Walter Romano
Notary Public

Commission Expires:
