

GENERAL NOTES:

1. Bearings taken from the recorded plat of Kelly Walsh Senior High School Addition to the City of Casper.
2. Plat closure equals 1 part in 318,833 parts.
3. Total area is 1.89 acres development area plus 0.36 acres dedicated area equals 2.25 acres total area.

APPROVALS

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NO. 26-96, DULY PASSED, ADOPTED AND APPROVED ON THIS 19th DAY OF November, 1996.

ATTEST: *Colin Chodary* CITY CLERK *David Jones* MAYOR

APPROVED: COMMUNITY PLANNING COMMISSION OF CASPER, WYOMING ON THIS 27th DAY OF August, 1996 AND FORWARDED TO THE CITY COUNCIL OF THE CITY OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE APPROVED.
David K. Hawk COMMISSION SECRETARY *John H. Hilsman* COMMISSION CHAIRMAN

INSPECTED AND APPROVED ON THIS 6th DAY OF December, 1996 *Paul H. Hutchinson* CITY ENGINEER

INSPECTED AND APPROVED ON THIS 6th DAY OF December, 1996 *Neil E. ...* COUNTY SURVEYOR

Filed for record in the Office of the County Clerk of Natrona County, Wyoming this 9th day of December, 1996.
Mary Ann Coe COUNTY CLERK
 My term of office expires January 4, 1999

CERTIFICATE OF DEDICATION

NATRONA COUNTY SCHOOL DISTRICT NUMBER 1 hereby certifies that it is the owner and proprietor of the foregoing described lands being the Forest Park Addition, a replat of the Kelly Walsh Senior High School Addition to the City of Casper, Wyoming located in the NE 1/4 SE 1/4 of Section 11, Township 33 North, Range 79 West of the Sixth Principal Meridian Natrona County, Wyoming and being more fully described as follows:

Beginning at a point, marked by a brass cap, on the north line of the NE 1/4 of the SE 1/4 of said Section 11, at the northwest corner of the parcel being described; Said Point being N 89° 57' 18" W 1045.9 feet more or less from the East 1/4 corner of said Section 11; Thence S 89° 57' 18" E 738.88 feet to a brass cap in East 8th Street; Thence S 43° 55' 14" W 85.18 feet to a point marked by a brass cap; Thence S 00° 02' 30" W 73.60 feet to a point marked by a brass cap; Thence S 88° 44' 44" W 495.13 feet to a point marked by a brass cap; Thence N 86° 38' 31" W 193.60 feet to a point on the east line of a 60 foot wide drainage easement marked by a brass cap; Thence, by the drainage easement east line N 03° 37' 07" E 135.31 feet more or less to the point of beginning.

The replat of the above described lands as they appear on this plat is with the free consent and in accordance with the desires of the owner. The name of this replat shall be known as the "Forest Park Addition to the City of Casper," Wyoming. All easement and streets shown hereon are hereby dedicated to public use.

Donn McCall
 DONN MCCALL, CHAIRMAN
 NATRONA COUNTY SCHOOL DISTRICT NUMBER ONE

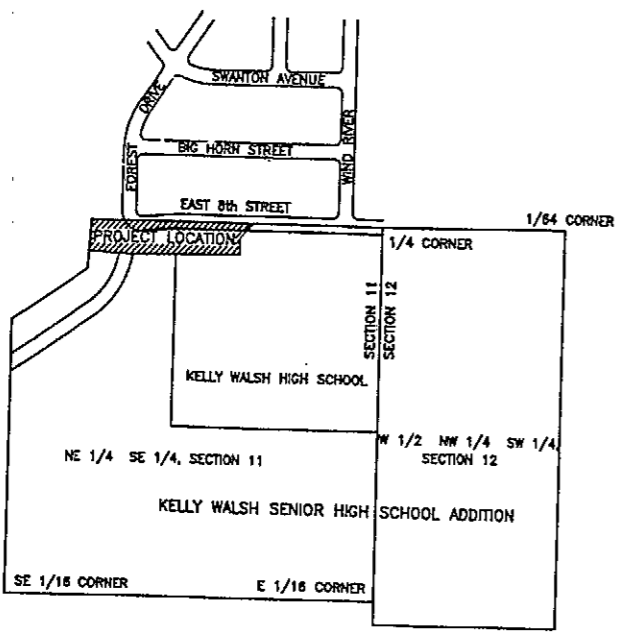
ACKNOWLEDGEMENT

STATE OF WYOMING) SS
 COUNTY OF NATRONA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DONN MCCALL ON THIS 4th DAY OF December, 1996.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: 6-3-98

David ...
 NOTARY PUBLIC



CERTIFICATE OF SURVEYOR

STATE OF WYOMING) SS
 COUNTY OF NATRONA)

I, John H. Hilsman of Casper, Wyoming, hereby state that this replat was prepared by me or under my supervision from data taken from the adjoining plats and from actual survey data obtained in June of 1996 by Sick Surveying Services.

Wyoming Registration No. P.E. & L.S. 2837



HILSMAN AND ASSOCIATES
 135 N. ASH STREET
 CASPER, WYOMING 82601
 307-233-8184

REVISED 1/14/98

589016

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636006

NATRONA CO. CLERK, WY
MARY ANN COLLINS
RECORDED 24

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE FOREST PARK TWINHOME PROJECT**

'99 JUN 7 PM 2 28

THIS DECLARATION, made on the date hereinafter set forth by the Natrona County School District, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the below specifically described real property (the "Property") in the City of Casper, Natrona County, Wyoming, included within Forest Park Subdivision, and Addition thereto and which is more particularly described as follows:

Lots 2 through 14, Forest Park Subdivision, Natrona County, Wyoming.

NOW, THEREFORE, Declarant hereby makes, publishes and declares that lots when sold shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of insuring that use and development of the Property is for exclusive single-family residential purposes only and protecting the value, attractiveness and desirability of, and which shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to Forest Park Twinhome Owners Association, Inc., a non-profit Wyoming corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any number Lot which is a part of the Property, or the contract Buyer from such Owner, but excluding those having only security interests therein.

Section 3. "Property" 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. "Lot" shall mean and refer to any numbered tract of land shown upon any recorded plat of the Properties.

May 4, 1999

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Section 5. "Declarant" shall mean and refer to Natrona County School District, its successors and assigns.

Section 6. "Member" shall mean any person who is a member of the Association. Every person or entity who is an "Owner" shall automatically be a member of the Association.

Section 7. "Common Expenses" means and includes insurance, expenses of administration, operation and expenses of maintenance, repair or replacement of the Common Areas or Properties; expenses declared Common Expenses by the provision of this Declaration and the Bylaws of the Association; and all sums lawfully assessed against the lots, private dwelling units and the Common Area.

Section 8. "Common Areas and Common Properties" shall mean and refer to the signage easement and sign and the rear lot fence and drain tile for the area.

Section 9. "Contractor Grantee" shall refer to the Contractor who is engaged by Declarant or Declarant's assignee to construct homes on the subject properties, and who takes title to any of the lots.

ARTICLE II ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 its contractor grantee and shall be entitled to one vote for each Lot owned, except for Lot 14, which shall not be entitled to any voting rights. When more than one person owns an interest in any Lot, all such persons shall be members and the vote for such lot shall be exercised as the Owners of the Lot may determine, but in no event shall more than one vote be cast for any Lot.

Class B: The Class B member shall be the Declarant and its contractor grantee and Declarant and its contractor grantee shall be entitled to three (3) votes for each lot owned by it, except Lot 14. The Class B membership shall cease and be converted to Class A membership (i.e., one vote for each Lot owned) on the happening of either of the following events, whichever occurs earlier:

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(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) at such time as the Declarant voluntarily relinquishes its Class B membership rights.

In the event additional Lots and Common Area are annexed to the Properties, as below provided for, the Declarant shall be entitled to Class B membership with respect to each such Lot, subject to conversion to Class A membership in accordance with subparagraphs (i) and (ii) above. Even though the Declarant and its contractor grantee are voting members of the Association, nothing contained herein shall be construed to subject the property owned by the Declarant and its contractor grantee to these covenants until such time as any lot has a house constructed upon it.

ARTICLE III PROPERTY RIGHTS IN ANY FUTURE COMMON AREA

Declarant may transfer to the Association any property which might be suitable or beneficial to the Association and its members as common area. Likewise, the Association may determine to acquire properties as common areas on behalf of the Association and its members. Any portion of the Property so transferred may be subject to easements, rights-of-way, special access permits, rights of usage, contractual agreements, covenants, or restrictions as established by the Declarant at or prior to the time of transfer.

ARTICLE IV COVENANT FOR ACCESS TO PERFORM MAINTENANCE AND REPAIRS

Section 1. Creation of Right of Access. The Declarant, for each lot owned within the Property, hereby covenants, and each owner of any lot and any such owner's heirs, successors, or assigns, by acceptance of a deed to any lot or by execution of a contract to purchase the same, shall be deemed to covenant and agree that the Association and its representatives shall be entitled to enter on said owner's lot to perform maintenance and repair to the subject property as provided for under these Covenants. Said activities shall include, but not be limited to, landscaping the individual lots and subsequent lawn care and maintenance, snow removal, roof repairs, party wall maintenance and repair, exterior maintenance and repairs, and rear lot line fence and drain tile maintenance and repair.

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Section 2. Exterior Maintenance. It is contemplated that maintenance on the Common Wall and exterior maintenance upon the residential structures for painting, repair of the exterior building surfaces, including roofs, gutters, downspouts, driveways, and other exterior improvements such as sprinklers and fences, shall be accomplished by the party responsible for any damage that may have been committed to the structure, or in the event that repair or maintenance is occasioned by the elements or normal wear and tear, then it shall be accomplished by the individual owner or jointly by the owners of common twinhome units when it is a shared item. In the event repairs or maintenance are not accomplished in a timely manner, or if maintenance or repair on an Association-wide basis is necessary or desirable, then the Owner's Association may proceed to accomplish same and a special fee will be levied against those units (or owners) for this service.

Section 3. Lawn Service and Snow Removal. The Association shall have the right and obligation to perform lawn care and maintenance for the front yard portions of the properties and to arrange for snow removal from front walks and driveways. The sprinkler systems and the back yard lawn care and maintenance shall be maintained by owner.

Section 4. Drain Tile Fences. Normal and ordinary repair and maintenance due to age and the elements to the rear lot line fence and drain tile shall be accomplished by the Association. All other utilities and fences on individual lots shall be maintained by the respective owner(s), as set forth in Article IV, Section 2 above.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, except for Lot 14 against which assessments will not be made, hereby covenants, and each Owner of any Lot and any such Owner's heirs, successors or assigns, by acceptance of a deed to any Lot or by execution of a contract to purchase the same, shall be deemed to covenant and agree to pay to the Association: (1) an annual levy payable in monthly installments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) special assessments in connection with an Owner's failure to perform the required exterior maintenance or improvements to his property or in connection with an Owner's failure to comply with this Declaration. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot 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 property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to Owner's



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successors in title unless expressly assumed by them, but the lien thereof shall in any event remain as a charge against the Lot, the transfer of such Lot notwithstanding.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to acquire fire insurance with extended coverage, to promote the health, safety, and welfare of the residents in the Property, for snow removal on front walks and driveways, mowing and maintenance of all front yards, maintenance and repair of rear lot line drain tile and fence and sign, and any other activities adopted by the Homeowners' Association. There shall be no rebate due a homeowner for removing snow, mowing grass, or otherwise performing maintenance himself.

Section 3. Supplemental Annual Assessments. If the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all expenses of the Association for any reason, it shall immediately determine the approximate amount of the inadequacy. Subject to the provisions of Section 5, the Board shall have the authority to levy, at any time by a majority vote, a supplemental Annual Assessment, reflecting a revision of the total charges to be assessed against each Twinhome unit. Written notice of any change in the amount of Annual Assessments levied by the Association through the Board shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

Section 4. Commencement and Collection of Annual Assessments. The Board of Directors shall authorize and levy the amount of the Annual Assessment upon each Twinhome, payable in monthly installments as provided herein, by majority vote of the Board. The Monthly Installments shall begin on each unit on the first day of the calendar month following the Closing for the sale of a unit after the original construction. The Board shall fix the amount of the Annual Assessment against each unit at least thirty (30) days in advance of each Annual Assessment period; provided, however, failure of the Board to fix an assessment within the time provided therefor shall not preclude the Board from thereafter fixing an assessment for the balance of the Annual Assessment period. Written notice of the monthly installment shall be sent to every Owner subject thereto at least fifteen (15) days prior to the due date, which shall be established by the Board of Directors. The Association shall, upon request of the Owner or a person authorized by the Owner, 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. At the end of any fiscal year of the Association, the Board may determine that all excess funds in the operating fund be returned to the Owners in the same proportions that Annual Assessments are levied, be retained by the Association and used to reduce the following year's Annual Assessments, or be deposited into a Reserve Fund. Upon dissolution of the Association incident to the abandonment or termination of the property, any amounts remaining in any of the maintenance funds shall be distributed proportionately to or for the benefit of the Owners.

Section 5. 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

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Nine Hundred Sixty and no/100 (\$960.00) Dollars, payable in monthly installments of Eighty and no/100 (\$80.00) Dollars.

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 annual 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 by more than 10% by a vote of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly called for such purpose.

c. The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum

Section 6. 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 extraordinary expenses or such other purposes as may be presented, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members voting in person or by proxy at a meeting duly called for such purpose.

Section 7. Special Assessments for Maintenance of Property or Enforcement of the Declaration. In the event that the Owner of a twinhome lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Committee, according to this Declaration, the Board of Directors of the Association, shall have the right through its agents and employees to enter upon said parcel and to repair, maintain and restore the exterior of the buildings and any other improvements erected thereon, including landscaping, in the manner contemplated by the above provisions. This provision also applies to the completion of construction or reconstruction of any dwelling unit not completed in accordance with plans and specifications approved by the Architectural Committee. The cost of such exterior maintenance, construction or reconstruction shall thereupon become a special assessment due and payable immediately upon notification of the amount due and for which said parcel shall be subject in the same manner as other assessments hereunder.

Section 8. Notice and Quorum for any Action Authorized Under Sections 6 and 7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 6 or 7 of this Article shall be sent to all members not less than 10 days nor more than 30 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

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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 9. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all developed lots and may be collected on a monthly basis or such other basis as may be determined by the Board of Directors of the Association. No monthly assessments shall be levied against undeveloped lots. Lots shall be considered developed after the structure has been completed and an occupancy permit has been issued.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The assessment, interest and any cost of collection thereof shall become a continuing lien on the property, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to the rights, it shall be the personal obligation of the then Owner to pay such assessment and such personal obligation shall continue even though the Owner's interest in the property shall be transferred.

The Association may bring legal action against the Owner personally obligated to pay the delinquent assessment or to foreclose the lien against the property and there shall be added to the amount of such assessment all costs incurred by the Association in foreclosing the lien or in collecting the amount owing, including any reasonable attorney's fees.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and the sale of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure and sale shall, however, relieve any subsequent Owner of any Lot so foreclosed upon and sold from liability for any assessments on such Lot which first become due after said foreclosure sale.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Structures and Improvements. No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding



structures and topography, and compliance with the restrictive covenants herein contained, by the Board of Directors of the Association, or by an architectural committee composed by three (3) representatives appointed by the Board. The Board, or its designated committee, must approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it.

Section 2. Landscaping. No landscaping shall be performed until the plans and specifications of the same shall have been submitted to and approved in writing by the Directors of the Association, or by an Architectural Committee as provided above. The Board or its designated committee must approve or disapprove such landscaping within thirty days after said plans and specifications have been submitted to it. The Board or its designated committee shall have the authority to establish conditions, including additional assessments, on any extraordinary landscape plan.

Section 3. Liability of Board of Directors or Architectural Committee. Neither the Board of Directors, the Architectural Committee, or the Declarant shall be liable in damages to anyone submitting plans to them for approval or to any Owner by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such Plans and specifications. Every Owner or other person who submits plans to the Architectural Committee for approval agrees by submission of such plans and specifications that he will not bring any action or suit against the Architectural Committee or Declarant to recover any such damages. Approval by the Architectural Committee or the Declarant shall not be deemed to constitute that the plans comply with the requirements of any local building codes and it shall be the responsibility of the Owner or other persons submitting the plans to the Architectural Review Committee to comply therewith.

ARTICLE VII GENERAL RESTRICTIVE COVENANTS

Section 1. General Use Restrictions - Lots. Each numbered Lot shall be used exclusively for single-family residential purposes .

Section 2. Prohibited Activities.

a. Except that any residence constructed on any Lot may be leased by the Owner thereof for rental income purposes, no daycare, no manufacturing enterprise, or any enterprise of any kind or nature, or religious undertaking or activity, whether or not conducted for a profit, shall be operated, maintained, or conducted on any Lot or in any part of the common Area of the Property, or on any improvement erected or placed therein, nor

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shall any residence, or any part thereof, be used as a boarding or rooming house, nor shall any mining or quarrying operations or operations for drilling of any oil or gas well be conducted or permitted in the Property, nor shall any signs, billboards or advertising devices, except as hereinafter provided, be erected, placed or permitted to remain on the Property, provided, however, that one "For Rent" or "For Sale" sign, which shall be no larger than six (6) square feet, shall be permitted on the street-side of any Lot, and one entrance gate sign identifying the owner or occupant of the Lot, of a style and design as approved in accordance with Article VI hereof shall be permitted; otherwise, no advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any Lot or Common Area.

b. No vehicles, trailers or other means of land or water transport, conveyance of mobile housing, wheeled or otherwise or of any kind or nature, shall be parked in the public streets situate adjacent to the Properties, and the private driveways serving each Lot shall be used only for the parking of cars and pickup trucks not larger than the now (as of the date hereof) standard American manufactured car or three-quarter ton pickup truck. All trucks, trailers, mobiles homes, campers, commercial vehicles, utility trailers, recreational vehicles shall not be kept, constructed, repaired, placed or maintained upon any lot, road or private drive except that the Association shall regulate temporary parking and may permit occasional temporary parking of said types of vehicles on lots.

c. No animals, livestock or poultry shall be raised, kept or bred on the Property, except that the Owner of any Lot may keep within the confines thereof (including the patio appurtenant thereto) not more than two domestic pets, provided that such animals nor not kept, bred or maintained for any commercial purpose, and do not constitute a nuisance, are cleaned up after, and otherwise properly maintained.

d. No noxious or offensive activity shall be carried on at any lot, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance, or annoyance to the Owners in the enjoyment of lots. No garbage or trash or other waste shall be placed or stored anywhere on any lot other than in covered, sanitary containers. No waste shall be burned upon any lot. All garbage and trash collection and disposal shall be in strict compliance with the rules of the Association.

e. No tanks used for storage of gas, oil, water or other, refrigeration or heating apparatus, exterior lighting apparatus, or exterior antennas shall be permitted except as approved by the Architectural Committee. Such appurtenances or amenities, if approved by the Committee, should be located in such a way or fenced or screened in such a way as to shield such items from view in a particular and attractive way to protect such amenities from view of neighboring lots, common areas, and public roadways.

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f. No radio or aerial antenna shall be permitted on the exterior of any structure or upon any easement appurtenant to any Lot. Television dishes may be permitted subject to approval of the Architectural Committee with specific types and location.

g. No business or commercial uses shall be allowed except that a home occupation may be carried out in the residence on a lot, PROVIDED it does not interfere with the residential character of the dwelling or neighborhood; is secondary to the use of the residence as a dwelling place; causes no undue parking or traffic problems; and has no outward appearance of such home occupation. The aforesaid shall not exclude the right of the Declarant or any builders to sell and advertise their lots. Declarant may have a model home and office in the area. The location of the model home may change from time to time during the different phases of construction.

h. The Board of Directors of the Association is specifically empowered to enact or enforce such additional rules and regulations, by bylaws or otherwise, as may implement any of the above stated restrictions or to supplement the same by additional restrictions not inconsistent with the foregoing and reasonably intended to further the purposes intended to be served by the foregoing specific restrictions.

ARTICLE VIII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of a unit within the Property and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners of the Lots who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other insurable casualty, the Association shall arrange for its repair and shall assess the responsible Owners for any costs not covered by insurance.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by such Owner's negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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ARTICLE IX INSURANCE

Section 1. Duty to Obtain Insurance. The Association shall cause to be obtained and maintained adequate blanket public liability insurance (including medical payments), with such limits as may be considered acceptable to the Federal National Mortgage Association (not less than \$1 million covering all claims for personal injury and property damage arising out of a single occurrence), insuring against liability for bodily injury, death and property damage arising from the activities of the Association and its Members, with respect to the Common Property and any other property under its jurisdiction. The Association shall also cause to be obtained and maintained fire and casualty insurance with extended coverage, without deduction for depreciation, in an amount as near as possible to the full replacement value of the Common Property and, if economically available, those portions of the Units consisting of all fixtures, installations or additions comprising a part of the buildings housing the Units and all cabinets and initial basic floor coverings, as initially installed or replacements thereof in accordance with the original plans and specifications for the Project, or as installed by or at the expense of the Owners. Such insurance shall be maintained for the benefit of the Association, the Owners, and the Mortgagees, as their interests may appear as named insured, subject, however, to loss payment requirements as set forth herein. The board of Directors shall purchase such other insurance, as necessary, including, but not limited to, errors and omissions, directors, officers and agents liability insurance, plate glass insurance, medical payments, malicious mischief, liquor liability and vandalism insurance, fidelity bonds and worker's compensation, and such other risks as shall customarily be covered with respect to twinhome projects similar in construction, location and use. Fidelity bond coverage must be obtained by or on behalf of the Association for any person or entity handling funds of the Association, including, but not limited to, officers, directors, trustees and employees of the Association and employees of the professional managing agent of the Association.

Section 2. Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Grantor, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

Section 3. Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to person or property occurring inside his individual Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Association upon request. If any loss intended to be covered by insurance carried or on behalf of the Association shall occur and the



proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Association to the same purposes as the reduced proceeds are to be applied.

Section 4. Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be canceled, terminated or expired by their terms, without ten (10) days' prior written notice to the Association, Grantor, Owners and their respective first Mortgagees (provided that Grantor, such Owners or Mortgagees have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

Section 5. Insurance Premiums and Deductibles. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the Reserve Fund, to be used solely for the payment of premiums of required insurance as such premiums become due. All deductible amounts shall be the responsibility of Owners and not the Association. Said amounts shall be paid directly by the Owner or Owners making any claim against the insurance coverage.

Section 6. Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 1 of this Article shall be paid to the Board of Directors as Trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first Mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in Article X, Section 5 of this Declaration. Any two (2) Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

Section 7. Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to seventy-five percent (75%) of the first Mortgagees of Twinhomes who

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Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

have filed requests under Section 4 to the extent such first Mortgagees desire to participate. Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

Section 8. Annual Insurance Review. The Board shall review the insurance carried by or on behalf of the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 1 of this Article. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements without deduction for depreciation, from a qualified independent insurance appraiser, prior to each such annual review.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. Failure by the Declarant, Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Dedication of Easements. By filing these covenants, Declarant does hereby dedicate and reserve unto the lot owners and the association an easement for signage identifying the area on all or any portion of Lot 14, and an easement along each rear lot line length, ten feet (10') in width for drain tile location and a boundary fence.

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

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by an affirmative vote of a majority of Class A Association members at the end of the first thirty (30) year period or at the end of any ten (10) year extended period. This instrument may be amended by an affirmative vote of two-thirds (2/3) of Association members voting in accordance with Article II hereof.

