

DECLARATION OF RESTRICTIVE COVENANTS AND BY-LAWS OF
BENNION SUBDIVISION NUMBER 2 TOWNHOUSE ASSOCIATION

Bennion Construction, Inc., a Wyoming corporation, the owner in fee simple of Bennion Subdivision Number 2, a resubdivision of Lots 24 and 25 of the Kattenhorn Subdivision Number 2, within Lot 74-C of Lot 74, Township 55 North, Range 99 West of the 6th P.M., City of Powell, Park County, Wyoming, hereby makes the following declaration as to limitations, restrictions and uses to which the lots included therein may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon the undersigned and all persons claiming under the undersigned and for the benefit of a limitation on all future owners thereof:

ARTICLE I.

DEFINITION

Section 1. Bennion Subdivision Number 2 means an unincorporated association of the owners of lots within the subdivision as provided for in Article II.

Section 2. Owner means the owner or owners collectively of the record fee simple title to a lot.

Section 3. Lot or Lots shall mean and include Lots 1 through 8, inclusive, as designated on the recorded plat of the Bennion Subdivision Number 2.

ARTICLE II.

BENNION SUBDIVISION NUMBER 2 TOWNHOUSE ASSOCIATION

Section 1. Purpose. Bennion Subdivision Number 2 Townhouse Association hereinafter called the ASSOCIATION is a non-profit, unincorporated association organized for the purpose of enforcing the terms and conditions set forth in this declaration and for the mutual benefit of the owners of lots in the subdivision.

Section 2. Membership. Every owner of the lot shall automatically be a member of the ASSOCIATION until such ownership ceases for any reason, at which time membership shall automatically terminate.

Section 3. Voting and Quorum. Members shall be entitled to one vote for each lot owned. A quorum for any meeting shall be five lots, and a majority of votes cast shall be the act of the members. Members may vote by written proxy.

Section 4. Meetings. The first meeting of the membership shall be held immediately following the execution of this declaration, for the purpose of electing the first officers of the ASSOCIATION. There shall be an annual membership of the meeting each year, to be held in the City of Powell at a convenient time and place during the first week in November, beginning with the year 1982, for the purpose of electing officers and the transaction of any business that may come before the meeting. Special meetings may be called from time to time by the president or by any two other members upon providing adequate notice thereof to all members.

Section 5. Officers. The officers of the ASSOCIATION shall be a president, who also shall be designated manager, a vice-president, and a secretary-treasurer; such officers may, but are not required, to be members of the ASSOCIATION. In the event of a vacancy in office, the vacancy shall be filled by the vote of the membership at a duly called special meeting. The term of each officer shall be for one (1) year. A member who has been elected to an office shall be deemed to have resigned when his membership is terminated.

Section 6. Informal Action. Any action required or permitted to be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the members of the ASSOCIATION authorized to vote on the matter.

Section 7. Duties of Officers. The president, or manager, shall be the chief executive officer of the ASSOCIATION and shall have all duties necessary to carry out the purposes of the ASSOCIATION. The vice-president shall have the duty and authority of the president in the absence of the president. The secretary-treasurer shall receive, disburse and account for all ASSOCIATION funds and keep a record of all meetings of the ASSOCIATION and notices thereof.

Section 8. Incorporation. Upon vote of the majority of the members, the ASSOCIATION may be incorporated under the laws of the State of Wyoming.

Section 9. Maintenance, Assessments & Liens. Dues and assessments shall be assessed upon approval by the majority of a quorum at any meeting, and such assessment shall be made only for purposes authorized herein, otherwise unanimously agreed upon by all of the members. Each owner of a lot shall be personally liable to pay to the ASSOCIATION such assessments and charges as may be established from time to time. Assessments shall be uniform as to each lot, shall be due within thirty (30) days following the assessment thereof, and shall be subject to a late charge of ten percent (10%) if not paid when due and shall bear interest at the rate of ten percent (10%) per year if not paid within thirty (30) days of the due date. If any member shall fail to pay or make timely payment of an assessment, after having been given ten (10) days written notice of delinquency, the amount of such unpaid assessment shall become a lien against such member's lot in the subdivision, in favor of the ASSOCIATION, and such lien shall be made of record. Any such lien shall be prior to all other liens, except the lien for property taxes and special improvement district assessments, and the lien of a prior first mortgage of record. Such a lien may be foreclosed in the manner provided by Wyoming laws for the enforcement of liens and the lot owner shall be required to pay all foreclosure costs, including reasonable attorneys'

fees, which costs shall be secured by the lien against the lot. A certificate signed by the secretary-treasurer of the ASSOCIATION concerning the payment of assessments against the lot shall be sufficient evidence of the acts therein stated.

ARTICLE III.

RULES AND REGULATIONS

Section 1. Additional Rules and Regulations. The membership may adopt additional rules and regulations as may be necessary or appropriate for the accomplishment of the purposes of the ASSOCIATION. The membership may also modify, change, add or delete provisions of these covenants and by-laws provided that the written consent and approval of the City of Powell is first obtained and further provided that they shall be recorded as provided by the revised Ordinances of the City of Powell.

ARTICLE IV.

USE RESTRICTIONS

Section 1. Lots are restricted for use to single family residential purposes only, and shall not be used for any commercial, public or illegal purpose or purposes and no public nuisance shall be maintained or permitted to exist thereon.

ARTICLE V.

ARCHITECTURAL CONTROL AND MAINTENANCE OF INDIVIDUAL TOWNHOUSE UNITS AND AREAS OF COMMON USAGE

Section 1. Painting. The exterior of each townhouse unit shall not be repainted any different color than the color of the exterior that it is presently painted without prior consent of five-eighths (5/8) of the members of the ASSOCIATION.

Section 2. Building Permit. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot nor shall any exterior addition to or change or alteration therein be made until the plan 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 the surrounding structures and topography at a duly called regular or special or annual meeting of the membership. Approval or disapproval may be granted by vote of a majority, and in the event of the failure of such a majority to approve or disapprove such plan and location within sixty (60) days after the submission thereof, then the failure to so act shall constitute approval and no further action by the applying party will be required, and this Article will be deemed to have been complied with in full.

Section 3. Repairs, Maintenance and Improvements. Each owner shall be responsible for and shall provide exterior painting, maintenance, repair and replacement for all buildings and other improvements on or appurtenant to the owner's lot, including without limiting the generality thereof, roofs, exterior building surfaces, sidewalks, landscaping, and off-street parking areas. In the event an owner fails or refuses to make or perform the necessary maintenance, repair or replacement on any such building or other improvement on or appurtenant to the lot for more than sixty (60) days after written demand is made by the president of the ASSOCIATION, or other designated officer, the other members shall have the power and authority by majority vote to cause such necessary painting, maintenance, repair or replacement to be made or performed which shall be at the sole cost and expense of the owner. Any such costs and expense not paid by the owner within thirty (30) days after the due date thereof shall bear interest from the due date at the legal rate, and the ASSOCIATION may collect such costs and expenses with such interest in an action at law or equity against the owner personally together with the necessary costs of collection, including reasonable attorneys' fees. All such costs, expenses, interest and collection costs, including reasonable attorneys' fees, shall be a lien against

the lot subject to foreclosure in the manner provided by Wyoming law for the foreclosure of liens; provided, however, that any such lien shall be subordinate to the lien of any then existing first mortgage upon such lot.

Section 4. Party Walls. The general rule of law as to party walls shall apply, and specifically each wall which is built as a part of the original construction 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, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of repair and maintenance of a party wall shall be shared equally by the owners who own the adjoining lots. If a party wall is destroyed or damaged by fire or other casualty, any owner of an adjoining lot may restore it, and the owners of adjoining lots shall contribute equally to the cost of restoration without prejudice to the right of any owner to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Roof Repairs. The owner of each unit shall be responsible for the general maintenance and repair of the roof over the specific unit or units. Provided, however, that in the event that the entire townhouse roof is in need of reshingling, then the cost shall be split equally among the owners of the units. It is specifically provided that five-eighths (5/8) of the owners shall decide when complete reshingling is necessary.

ARTICLE VI.

PARKING LOTS AND INGRESS AND EGRESS DRIVES

Section 1. Use and Ownership. There shall be a common area located in front of the townhouse units and extending from the front of the units a distance of 49.3 feet to Julie Lane. This common area has been designated as Tract A on the subdivision

plat and shall be comprised of a driveway for a means of ingress and egress from Julie Lane together with sidewalk areas and specifically designated parking areas for each unit. Each owner of the eight lots in the subdivision shall own an undivided one-eighth (1/8) interest in Tract A and said area shall be used only for ingress, egress, sidewalk areas and parking areas for the private use of said owners and their guests or invitees. Each unit shall be provided a specifically designated parking area for two vehicles which shall be located in the front area of each lot and shall consist of two 9'x 20' parking areas in front of each specific townhouse unit.

Section 2. Improvements and Maintenance. The improvements, repair, maintenance and snow removal for the parking lot, sidewalk area and ingress and egress drives, including signing, painting or other work that may be necessary to maintain the clear designation of off-street parking spaces, shall be maintained by the ASSOCIATION. The need for such maintenance, repair or improvements shall be determined by a five-eighths (5/8) vote of the members of the ASSOCIATION, and the cost thereof shall be assessed in accordance with the provisions of Article II, Section 9 hereof.

Section 3. Conveyance. The parking lot and ingress and egress drives shall not be separately conveyed, and a conveyance of any other lot or unit in the subdivision shall automatically include an undivided one-eighth (1/8) interest in the parking lot and ingress and egress drives, whether or not said lots are referred to in such conveyance.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Enforcement. Bennion Subdivision No. 2 Townhouse Association or any owner shall have the right to enforce by any proceeding at law or in equity or restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this declaration of restrictive covenants. Failure to enforce any of said restrictions, conditions, covenants or reservations shall in no event be deemed a waiver of the right to do so thereafter.

