

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 1 THROUGH 6
BENNION SUBDIVISION

These covenants made and entered into by and between all persons now owning any right, title, interest, or equity in and to any part of the tract of land described as follows:

Lots 1 through 6, inclusive of the Bennion Subdivision of the City of Powell, Park County, Wyoming.

These covenants shall run with the property herein described and shall be binding on all parties and persons claiming under them, provided that these covenants may be changed or amended in whole or in part at any time pursuant to recorded written agreement executed by the owners of record of four (4) or more of the six (6) lots included in these covenants.

If the parties hereto, or any of them, or their successors in interest, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the owner of any of the lots included in these covenants to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent such violation, or to recover damages or other dues or redress for such violation, or both.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

The covenants and restrictions are as follows:

1. Painting. The exterior cedar shakes shall not be painted. The color of the exterior that is painted shall not be changed without prior written consent of the owners of two-thirds of the lots included in these covenants.

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 shall have been approved by prior written consent of the owners of two-thirds of the lots included in these restrictive covenants.

3. Repairs, maintenance and improvements. The owner or owners of each lot shall be responsible for and shall provide exterior painting, maintenance, repair and replacement for all buildings and other improvements on or pertinent to such lot, including, without limiting the generality thereof, roof, exterior building surfaces, sidewalks, landscaping, and off-street parking areas. The property shall be maintained as herein provided in such a manner as to keep it in a state of sound construction, in good repair, and aesthetically pleasing, with first consideration to the fact that deterioration of the condition of the landscaping or improvements upon any lot will necessarily result in reduction of the value of each of the other lots.

4. Common walls. A townhouse is being constructed upon Lots 1 through 6, with one dwelling unit located upon each lot. The common walls are the walls between the adjoining dwelling units. No owner of any lot shall permit a common wall upon or adjoining his lot to deteriorate in any manner, and shall keep the same in a good state of repair at all times, and in the event of any damage thereto shall have the same repaired without delay. Repair the necessity of which is solely attributable to the lot owner of one side of the common wall shall be paid for in full by such owner, and in all other instances, the cost of such repairs shall be shared equally by the owners on each side of the common wall.

5. Landscaping. The owner of each lot shall have such lot landscaped in a manner which is attractive, aesthetically pleasing, and fits into the landscaping scheme of Lots 1 through 6 without unsightly external storage.

5. Roof repairs. The six dwelling units constructed upon Lots 1 through 6 are all under one roof. Leaks and other defects in or damages to the roof shall be repaired promptly by the owner of the lot upon which it occurs, or if it involves more than one lot, shall be apportioned equally among the owners of the lots upon which it occurs. Repairs shall blend in to the rest of the roof so as not to distract from its appearance or to make it aesthetically displeasing.

6. Foundation. The foundation shall be kept in a state of good repair and structural soundness at all times. Any necessary repairs shall be made promptly by the owner of the lot upon which such repairs are necessary, or if such repairs are necessary upon more than one lot, the cost shall be apportioned equally among the owners of the lots upon which such repairs are necessary, unless the necessity for such repairs is attributable solely to the owner of one or more lots, in which case those to whom the necessity is attributable shall be required to pay the entire cost of such repairs. Repairs shall blend into the rest of the foundation so as not to distract from its appearance or make it aesthetically displeasing.

7. Liability for negligence. These covenants are not intended to displace the liability of any lot owner for damage which may occur to other lots as a result of the failure of such lot owner to keep his property in the state of maintenance and repair required by this agreement, or for any conduct on the part of any such lot owner which shall result in damage to the improvements upon any of the other lots. Notwithstanding references herein to the roof, interior walls, and foundation as being "common" or "party" walls, roof, or foundation, this agreement is intended to provide solely for the maintenance and upkeep of such areas, and shall not be applied to ownership. The owner of each lot is the sole and separate owner of the improvements upon his or her lot. IN the event of any dispute with respect to the location of the boundary between any two lots, the boundary shall be deemed to be the center of the wall dividing such units.

This agreement shall be binding upon the parties hereto and all of their successors in interest.

Daniel B. Bennion
Daniel B. Bennion

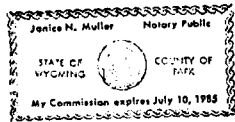
Lynn H. Bennion
Lynn H. Bennion

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STATE OF WYOMING)
COUNTY OF PARK) ss. ACKNOWLEDGMENT

The above and foregoing Declaration of Restrictive Covenants for Lots 1 through 6 Bennion Subdivision was subscribed and sworn to before me by Daniel B. Bennion and Lynn H. Bennion this 21st day of August, 1981.

Witness my hand and official seal.



Janice N. Muller
Notary Public

My commission expires: 7-10-85

State of Wyoming) ss.
County of Park)
This instrument was filed for record
on the 23 day of September
1981 at 2:25 P. M. and
duly recorded in Book 64
records on page 688
MARIE FONTAINE, Notary Public
By *Marie Fontaine* Deputy
No. 196880

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOTS 7 THROUGH 11
BENNING SUBDIVISION

These covenants made and entered into by and between all persons now owning any right, title, interest, or equity in and to any part of the tract of land described as follows:

Lots 7 through 11, inclusive of the Benning Subdivision of the City of Powell, Park County, Wyoming.

These covenants shall run with the property herein described and shall be binding on all parties and persons claiming under them, provided that these covenants may be changed or amended in whole or in part at any time pursuant to recorded written agreement executed by the owners of record of three (3) or more of the five (5) lots included in these covenants.

If the parties hereto, or any of them, or their successors in interest, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the owner of any of the lots included in these covenants to bring any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent such violation, or to recover damages or other dues or redress for such violation, or both.

Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

The covenants and restrictions are as follows:

1. Painting. The exterior cedar shakes shall not be painted. The color of the exterior that is painted shall not be changed without prior written consent of the owners of two-thirds of the lots included in these covenants.

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 shall have been approved by prior

written consent of the owners of two-thirds of the lots included in these restrictive covenants.

3. Repairs, maintenance and improvements. The owner or owners of each lot shall be responsible for and shall provide exterior painting, maintenance, repair and replacement for all buildings and other improvements on or pertinent to such lot, including, without limiting the generality thereof, roof, exterior building surfaces, sidewalks, landscaping, and off-street parking areas. The property shall be maintained as herein provided in such a manner as to keep it in a state of sound construction, in good repair, and esthetically pleasing, with first consideration to the fact that deterioration of the condition of the landscaping or improvements upon any lot will necessarily result in reduction of the value of each of the other lots.

4. Common walls. A townhouse is being constructed upon Lots 7 through 11, with one dwelling unit located upon each lot. The common walls are the walls between the adjoining dwelling units. No owner of any lot shall permit a common wall upon or adjoining his lot to deteriorate in any manner, and shall keep the same in a good state of repair at all times, and in the event of any damage thereto shall have the same repaired without delay. Repair the necessity of which is solely attributable to the lot owner of one side of the common wall shall be paid for in full by such owner, and in all other instances, the cost of such repairs shall be shared equally by the owners on each side of the common wall.

5. Landscaping. The owner of each lot shall have such lot landscaped in a manner which is attractive, esthetically pleasing, and fits into the landscaping scheme of Lots 7 through 11 without unsightly external storage.

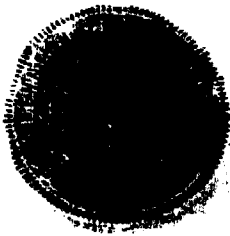
6. Roof repairs. The five dwelling units constructed upon Lots 7 through 11 are all under one roof. Leaks and other defects in or damages to the roof shall be repaired promptly by the owner of the lot upon which it occurs, or if it involves more than one lot, shall be apportioned equally among the owners of the lots upon which it occurs. Repairs shall blend in to the rest of the roof so as not to detract from its appearance or to make it esthetically displeasing.

7. Foundation. The foundation shall be kept in a state of good repair and structural soundness at all times. Any necessary repairs shall be made promptly by the owner of the lot upon which such repairs are necessary, or if such repairs are necessary upon more than one lot, the cost shall be apportioned equally among the owners of the lots upon which such repairs are necessary, unless the necessity for such repairs is attributable solely to the owner of one or more lots, in which case those to whom the necessity is attributable shall be required to pay the entire cost of such repairs. Repairs shall blend into the rest of the foundation so as not to distract from its appearance or make it aesthetically displeasing.

8. Liability for negligence. These covenants are not intended to displace the liability of any lot owner for damage which may occur to other lots as a result of the failure of such lot owner to keep his property in the state of maintenance and repair required by this agreement, or for any conduct on the part of any such lot owner which shall result in damage to the improvements upon any of the other lots. Notwithstanding references herein to the roof, interior walls, and foundation as being "common" or "party" walls, roof, or foundation, this agreement is intended to provide solely for the maintenance and upkeep of such areas, and shall not be applied to ownership. The owner of each lot is the sole and separate owner of the improvements upon his or her lot. In the event of any dispute with respect to the location of the boundary between any two lots, the boundary shall be deemed to be the center of the wall dividing such units.

This agreement shall be binding upon the parties hereto and all of their successors in interest.

REBORN CONSTRUCTION, INC.



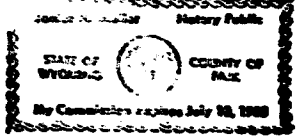
BY Carl P. Dunbar
President

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

ACKNOWLEDGMENT

The above and foregoing Declaration of Restrictive Covenants For Lots 7 Through 11, Bennion Subdivision, was subscribed and sworn to before me by Daniel B. Bennion, as President and agent for Bennion Construction, Inc. the 9th day of February, 1982.

Witness my hand and official seal.



Jennie N. Muller
Notary Public

My commission expires: 7-10-88

State of Wyoming }
County of Park } ss.
This instrument was filed for record
on the 1 day of March
1982 at 9:10 o'clock A M. and
duly recorded in Microfilm Book 69
records on page 615
Notary Public
By Hunter Patrick
No. 1984

Hunter Patrick
P O Box 941
Pcwell, WY