

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CODY TOWNHOUSES

THIS DECLARATION, being made for the purpose of superseding and cancelling those covenants recorded December 11, 1974 in Book 394, page 411 of the records of Park County, Wyoming, and being made on the date hereinafter set forth by HAROLD MATTESON and J.H. KINCHELOE, dba K & M JOINT VENTURE, as Owners of CODY TOWNHOUSES, 1613 West Park Drive, Cody, Wyoming, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

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

Lots Two (2), Three (3), Four (4), Five (5) and Six (6) in Block Two (2) in the Glendale Addition to the City of Cody, Park County, Wyoming, according to the official plat now of record in the Office of the County Clerk.

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. "Townhouses" shall mean and refer to CODY TOWNHOUSES, a voluntary, unincorporated association of those persons who are from time to time the owners of the townhouses hereafter to be constructed on the lands hereinabove described.

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 parcel which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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 Townhouses.

Section 4. "Declarant" shall mean and refer to CODY TOWNHOUSES, a voluntary, unincorporated association of those persons who are from time to time the owners of the townhouses, their successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a parcel of land which is included in the area covering Lots 2 to 6 inclusive in Block 2 in the Glendale Addition shall be a member of the townhouses. Each member

1 shall be entitled to one vote for each parcel of land so owned by  
2 him. In the event a single parcel of land is owned by more than  
3 one person, those owners collectively shall have one vote only for  
4 each parcel of land so owned with that vote to be cast as they may  
5 determine among themselves but in no event shall more than one vote  
6 be cast with respect to any one parcel of land.

### ARTICLE III

#### ARCHITECTURAL CONTROL

7 No building, fence, wall or other structure shall be  
8 commenced, erected or maintained upon the properties, nor shall any  
9 exterior addition to or change or alteration therein be made until  
10 the plans and specifications showing the nature, kind, shape,  
11 height, materials and location of the same shall have been submitted  
12 to and approved in writing as to harmony of external design and  
13 location in relation to surrounding structures and topography shall  
14 have been submitted to the Architectural Control Committee of CODY  
15 TOWNHOUSES composed of those persons who are serving as President,  
16 Vice President and Secretary-Treasurer of CODY TOWNHOUSES, a vol-  
17 untary, unincorporated association. In the event said Committee  
18 shall fail to approve or disapprove such design and location within  
19 sixty (60) days after said plans and specifications shall have been  
20 submitted to it, then the failure to disapprove will constitute  
21 approval and no further action by the submitting party will be re-  
22 quired and this article will be deemed to have been complied with  
23 in full.

### ARTICLE IV

#### PARTY WALLS

24 Section 1. General Rules of Law to Apply. Each wall  
25 which is built as a part of the original construction of the homes  
26 upon the properties and placed on the dividing line between the  
27 parcels shall constitute a party wall, and, to the extent not incon-  
28 sistent with the provisions of this article, the general rules of  
29 law regarding party walls and liability for property damage due to  
30 negligence or willful acts or omissions shall apply thereto.

31 Section 2. Sharing of Repair and Maintenance. The cost  
32 of reasonable repair and maintenance of a party wall shall be shared  
33 by the owners who made use of the wall in proportion to such use.

34 Section 3. Destruction by Fire or Other Casualty. If  
35 a party wall is destroyed or damaged by fire or other casualty, any  
36 owner who has used the wall may restore it, and if the other owners  
37 thereafter make use of the wall, they shall contribute to the  
38 cost of restoration thereof in proportion to such use without preju-  
39 dice, however, to the right of any such owners to call for a larger  
40 contribution from the others under any rule of law regarding liabil-  
41 ity for negligent or willful acts or omissions.

42 Section 4. Weatherproofing. Notwithstanding any other  
43 provision of this article, an owner who by his negligent or willful  
44 act causes the party wall to be exposed to the elements shall bear  
45 the whole cost of furnishing the necessary protection against such  
46 elements.

47 Section 5. Right to Contribution Runs with Land. The  
48 right of any owner to contribution from any other owner under this

1 article shall be appurtenant to the land and shall pass to such  
2 owner's successors in title.

3 Section 6. Arbitration. In the event of any dispute  
4 arising concerning a party wall or under the provisions of this  
5 article, each party shall chose one arbitrator. Then the two  
6 arbitrators so chosen shall first select a third arbitrator who  
7 is agreeable to the two so selected, and then the board of three  
8 arbitrators shall make the decision by majority vote.

#### 6 ARTICLE V

#### 7 EXTERIOR MAINTENANCE.

8 Each owner shall be responsible for and shall provide  
9 exterior maintenance upon his parcel as follows: paint, repair,  
10 replace and care for roofs, gutters, downspouts, exterior building  
11 surfaces, trees, shrubs, grass, walks, and other exterior improve-  
12 ments. In the event a parcel shall be in need of repair or main-  
13 tenance or both as a result of the willful or negligent act of the  
14 owner and said owner permits such neglect to continue thirty (30)  
15 days after written notice, then the Board of Architectural Control  
16 shall be empowered to employ such persons as are necessary to make  
17 such necessary repairs or maintenance at the sole cost and expense  
18 of the owner.

14 In the event the Board of Architectural Control shall  
15 cause such repairs and maintenance to be made and in the further  
16 event that the owner shall fail, neglect or refuse to make payment  
17 therefor, then the Board of Architectural Control shall be empowered  
18 to make payment to the person or persons who did the work and there-  
19 after to certify to the officers and directors of CODY TOWNHOUSES,  
20 all relevant facts together with the name and address of the owner,  
21 a legal description of the parcel upon which the work was performed  
22 and a sworn, itemized statement of the bill.

19 In that event the officers of CODY TOWNHOUSES is hereby  
20 empowered to collect the amount due as a lien on the premises owned  
21 by such member and to be collected by said officers in the same  
22 manner and using such legal and equitable remedies as are available  
23 as any other lien.

#### 22 ARTICLE VI

#### 23 GENERAL PROVISIONS

24 Section 1. Enforcement. Townhouses, or any owner,  
25 shall have the right to enforce, by any proceeding at law or in  
26 equity, all restrictions, conditions, covenants, reservations, liens  
27 and charges now or hereafter imposed by the provisions of this  
28 Declaration. Failure by townhouses or by any owner to enforce any  
29 covenant or restriction herein contained shall in no event be deemed  
30 a waiver of the right to do so thereafter.

28 Section 2. Severability. Invalidation of any one of  
29 these covenants or restrictions by judgment or court order shall in  
30 no wise affect any other provisions which shall remain in full force  
31 and effect.

31 Section 3. Amendment. The covenants and restrictions  
32 of this Declaration shall run with and bind the land, for a term of  
twenty (20) years from the date this Declaration is recorded, after  
which time they shall be automatically extended for successive

1 periods of ten (10) years. This Declaration may be amended during  
 2 the first twenty (20) years by an instrument signed by not less  
 3 than ninety (90) per cent of the parcel owners, and thereafter by  
 an instrument signed by not less than seventy-five (75) per cent  
 of the parcel owners. Any amendment must be recorded.

4 IN WITNESS WHEREOF, the undersigned, being the Declarant  
 herein, has hereunto set its hand this 7<sup>th</sup> day of April, 1975

5 K & M JOINT VENTURE

6  
 7 By: Harold Matteson  
 Harold Matteson

8  
 9 By: J. H. Kincheloe  
 J. H. Kincheloe

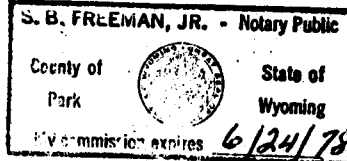
10  
 11 STATE OF WYOMING }  
 12 COUNTY OF PARK } ss.

13  
 14 The foregoing instrument was acknowledged before me  
 by Harold Matteson and by J. H. Kincheloe, dba K & M Joint Venture,  
 15 this 7<sup>th</sup> day of April, 1975.

16 WITNESS my hand and official seal.

17  
 18 S. B. Freeman, Jr.  
 Notary Public

19 My Commission expires:



23  
 24 State of Wyoming, }  
 County of Park, } ss.

25 This instrument was filed for record  
 26 on the 8 day of April  
 19 75 at 12:55 o'clock P. M., and  
 27 duly recorded in Book 397  
 records on page 553

28 Phyllis M. Smith  
 Register of Deeds  
 29 By Eileen Kinchler  
 Deputy  
 30 No. 154219 Fees, \$ 5.50