

# **DRAW STREET TOWNHOUSE**

## **COVENANTS**

Please note:

The covenants for Draw Street Townhouse are

carried as

“Hilltop Town Houses”,

and are attached here

## DECLARATION OF RESTRICTIVE COVENANTS

## HILLTOP TOWN HOUSES

HOUTZ CONSTRUCTION CO., INC., a corporation organized and existing under and by virtue of the laws of the State of Wyoming, the owner in fee simple of all of the following described land:

A tract of land within the E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 32, Township 53 North, Range 101 West, Park County, Wyoming, according to the Original Government Survey, being a part of the same subdivision of Tract 79, according to the Government Resurvey, and further being a part of the "Amended Henson's West Terrace Subdivision" in the City of Cody, according to the plat recorded in Book C of plats at page 8, Records of Park County, State of Wyoming, and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 36-A of said "Amended Henson's West Terrace Subdivision"; thence due West for a distance of 89.40 feet to the west line of said E $\frac{1}{2}$ SE $\frac{1}{4}$ ; thence N. 00°10' W., along the west line of said E $\frac{1}{2}$ SE $\frac{1}{4}$  for a distance of 60.00 feet to THE POINT OF BEGINNING; thence N. 00°10' W., along the west line of said E $\frac{1}{2}$ SE $\frac{1}{4}$  for a distance of 150.00 feet; thence N. 87°36'30" E., for a distance of 227.00 feet; thence S. 15°25' E., for a distance of 135.00 feet; thence S. 83°37' W., for a distance of 264.00 feet, more or less to the point of beginning, containing 0.79 acres more or less,

the same being a part of the Hilltop Subdivision in the City of Cody, Park County, Wyoming, does hereby make the following declarations as to limitations, restrictions and uses to which the units 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 all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners thereof, this declaration of restrictions being designed for the purpose of keeping and maintaining the use and development of the real property desirable, uniform and suitable in architectural design as herein specified:

## ARTICLE I

## DEFINITION

Section 1. "Hilltop Town Houses Association" shall mean and refer to the unincorporated association provided for in Article II hereof of the Owners of Units within the above described real property and any additional lands that may be subject to this Declaration as provided in Article VII hereof.

Section 2. "Owner" shall mean and refer to the owner or owners, collectively, of the record fee simple title to a unit.

Section 3. "Unit" shall mean and refer to the tract or lot designated on the Plat of The Hilltop Town Houses, or any amendment thereof, as a unit, and to all improvements on or appurtenant to such unit.

ARTICLE II

HILLTOP TOWN HOUSES ASSOCIATION

Section 1. Purpose. Hilltop Town Houses Association (hereafter called "the Association"), is a non-profit, unincorporated association, organized for the purpose of enforcing the terms and conditions set forth in the Declaration of Restrictive Covenants and for the mutual benefit of the Owners of Units in Hilltop Town Houses.

Section 2. Membership. Every Owner of a Unit shall be a member of the Association

Section 3. Voting & Quorum. Members shall be entitled to one vote for each Unit owned. A quorum for any meeting shall be a majority of the number of votes so authorized, and a majority of votes cast shall be the act of the members.

Section 4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors consisting of three directors elected annually by the members. Directors may but do not need to be members of the Association.

Section 5. Officers. The Board of Directors shall elect a president, a vice president, and a secretary-treasurer, who shall have such authority as may be provided from time to time by the Board of Directors and who shall serve at the pleasure of the Board. Officers may but do not need to be Directors.

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 the consent in writing, setting forth the action so taken, shall be signed by all of the members authorized to vote on the matter, or signed by all of the Directors, as the case may be.

Section 7. Incorporation. If the members so elect, the Association may be incorporated under the laws of the State of Wyoming.

Section 8. By-Laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted, and may be altered, amended, or repealed and new By-Laws adopted by the Board of Directors of the Association.

ARTICLE III

USE RESTRICTIONS

Units are restricted for use as 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 IV

ARCHITECTURAL CONTROL

Section 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 Architectural Control Committee.

Section 2. Building Permit. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit

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 shall have been submitted to the Architectural Control Committee of Hilltop Town Houses.

In the event the Architectural Control Committee shall fail to approve or disapprove such design and location within 60 days after said plans and specifications shall have been submitted to it, then the failure to so act shall constitute approval and no further action by the submitting party will be required and this article will be deemed to have been complied with in full.

Section 2. Architectural Control Committee. The initial Architectural Control Committee shall consist of David F. Houtz, Lorrie G. Houtz, and Norman L. Smith, who shall serve until replaced by the Board of Directors of the Association.

#### ARTICLE V

##### PARTY WALLS

Section 1. General Rules of Laws to Apply. Each wall which is built as a part of the original construction and placed on the dividing line between Units 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 repair and maintenance of a party wall shall be shared equally by the Owners who own the adjoining Units.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Unit may restore it, and, the Owners of adjoining Units shall contribute equally to the cost of restoration, without prejudice, however, 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 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his 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.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

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 Owner's Unit, including, without limiting the generality of the foregoing, roof, gutter, downspout, exterior of building surface, side walk and fence. In the event an Owner fails or refuses to make or perform the necessary painting, maintenance, repair or replacement any such building or other improvement on or appurtenant to his Unit for more than 60 days after written demand is made by the

Board of Directors of the Association, the Board of Directors of the Association shall have the power and authority 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 cost and expense not paid by the Owner within 30 days after the due date thereof, shall bear interest from the due date at the legal rate, and the Board of Directors of 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 attorney's fees. All such costs, expenses, interest and collection costs, including reasonable attorney's fees, shall be a lien against the Unit, which lien may be foreclosed in the manner provided by law for the foreclosure mortgages. Provided, however, any such lien shall be subordinate to the lien of any then existing first mortgage on the Unit.

## ARTICLE VII

## GENERAL PROVISIONS

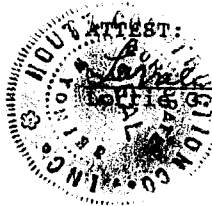
Section 1. Enforcement. Hilltop Town Houses Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and other charges imposed by the provisions of this Declaration of Restrictive Covenants. Failure 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.

Section 2. Severability. If any provision of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications herein which can be given effect without the invalid provision or application.

Section 3. Additions. Houtz Construction Co., Inc., reserves the right from time to time and at any time prior to January 1, 1980, to subject additional land and Units to the terms and conditions of this Declaration of Restrictive Covenants by executing and recording an appropriate supplemental declaration describing said additional lands and Units, provided that such land shall be located within the Hilltop Subdivision to the City of Cody, Park County, Wyoming.

Section 4. Amendment. The limitations, restrictions, and uses herein contained may be waived, abandoned or terminated, in whole or in part, from time to time, as to any one or more of the Units by the written consent of the then Owners of not less than 75% of the Units, which written consent must be recorded in Park County, Wyoming, to be effective.

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is executed this 28<sup>th</sup> day of September, 1976.



David S. Houtz  
Houtz, Secretary

HOUTZ CONSTRUCTION CO., INC.

By

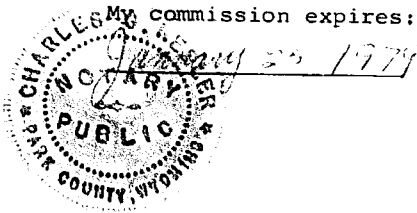
David F. Houtz  
David F. Houtz, President

STATE OF WYOMING )  
                          ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by David F. Houtz, President of Houtz Construction Co., Inc., a Wyoming corporation, this 28th day of September, 1976.

WITNESS my hand and official seal.

Charles S. Taylor  
Notary Public



State of Wyoming )  
County of Park ) ss.

This instrument was filed for record  
on the 20 day of October  
19 76 at 10:00 o'clock A.M., and  
duly recorded in <sup>MF</sup> Book 8  
records on page 368

Phyllis M. Smith  
Register of Deeds  
By Eileen Kinsler Deputy  
No. 162304 Fees, \$ 9.00



AMENDED  
DECLARATION OF RESTRICTIVE COVENANTS  
HILLTOP TOWN HOUSES

The undersigned, being all of the Owners of Units within the Hilltop Subdivision in the City of Cody, Park County, Wyoming, according to the plat recorded September 28, 1977, in Book "C" of Plats, at page 109 of the records of Park County, Wyoming, do hereby amend and modify that certain Declaration of Restrictive Covenants, dated September 28, 1976, which Declaration of Restrictive Covenants was filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Park County, Wyoming, on October 20, 1976, and is there recorded in MF Book 8, at page 368, as modified by that certain Supplemental Declaration of Restrictive Covenants, dated August 19, 1977, which was filed for record in the office of the County Clerk and Ex-Officio Register of Deeds for Park County, Wyoming, on September 28, 1977, and is there recorded in MF Book 19, at page 605, by deleting all of said Declaration of Restrictive Covenants and substituting the following:

The undersigned do hereby make the following declarations as to limitations, restrictions and uses to which the Units included within the Subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties hereto and all persons claiming under them, and for the benefit of and limitations upon all future Owners of Units, this declaration of restrictions being designed for the purpose of keeping and maintaining the use and development of the Units within the Subdivision desirable, uniform and suitable in architectural design as herein specified:

ARTICLE I

DEFINITION

Section 1. "Hilltop Town Houses Association" shall mean and refer to the unincorporated association provided for in Article II of the Owners of Units within the Subdivision.

Section 2. "Owner" shall mean and refer to the owner or owners, collectively, of the record fee simple title to a Unit.

Section 3. "Unit" shall mean and refer to the tract or lot designated on the Plat of The Hilltop Town Houses, and to all improvements on or appurtenant to such Unit.

ARTICLE II

HILLTOP TOWN HOUSES ASSOCIATION

Section 1. Purpose. Hilltop Town Houses Association (hereafter called "the Association"), is a non-profit, unincorporated association, organized for the purpose of enforcing the terms and conditions set forth in the Declaration of Restrictive Covenants and for the mutual benefit of the Owners of Units in Hilltop Town Houses Subdivision.



Section 2. Membership. Every Owner of a Unit 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 & Quorum. Members shall be entitled to one vote for each Unit owned. A quorum for any meeting shall be a majority of the number of Units, and a majority of votes cast shall be the act of the members. Members may vote by written proxy.

Section 4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors consisting of three directors elected annually by the members. Directors may but do not need to be members of the Association.

Section 5. Officers. The Board of Directors shall elect a president, a vice president, and a secretary-treasurer, who shall have such authority as may be provided from time to time by the Board of Directors and who shall serve at the pleasure of the Board. Officers may but do not need to be Directors.

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, shall be signed by all of the members authorized to vote on the matter, or signed by all of the Directors, as the case may be.

Section 7. Incorporation. If the members so elect, the Association may be incorporated under the laws of the State of Wyoming.

Section 8. Maintenance Assessments & Liens. Each Owner of a Unit shall be personally liable to pay to the Association assessments and charges as established from time to time by the Board of Directors, to be used exclusively for the improvement and maintenance of the Units and the costs of operating the Association. Assessments shall be uniform as to each Unit; shall be due within thirty days following the assessment thereof by the Board of Directors; and shall be subject to a late charge of 10% if not paid when due and shall bear interest at the rate of 10% per year if not paid within thirty days of the due date an assessments shall constitute a lien against a Unit, 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. A delinquent lien may be foreclosed by a suit by the Association in a like manner as provided for the foreclosure of mortgages on real property, and the Unit Owner shall be required to pay all foreclosure costs, including reasonable attorney's fees, which costs shall be secured by the lien against the Unit.

A certificate signed by the Secretary-Treasurer of the Association concerning the payment of assessments against a Unit shall be sufficient evidence of the facts therein stated.

Section 9. By-Laws. Except as otherwise provided herein, the business and affairs of the Association shall be conducted in accordance with the By-Laws of the Association, which By-Laws shall be adopted, and may be altered, amended, or repealed and new By-Laws adopted by the Board of Directors of the Association.

ARTICLE III

USE RESTRICTIONS

Units 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 IV

ARCHITECTURAL CONTROL

Section 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 Architectural Control Committee.

Section 2. Building Permit. No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit 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 shall have been submitted to the Architectural Control Committee.

In the event the Architectural Control Committee shall fail to approve or disapprove such design and location within 60 days after said plans and specifications shall have been submitted to it, then the failure to so act shall constitute approval and no further action by the submitting party will be required and this Article will be deemed to have been complied with in full.

Section 3. Architectural Control Committee. The Architectural Control Committee shall consist of three individual Unit Owners appointed by the Board of Directors of the Association, and may include one or more Directors.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Laws to Apply. Each wall which is built as a part of the original construction and placed on the dividing line between Units 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 repair and maintenance of a party wall shall be shared equally by the Owners who own the adjoining Units.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Unit may restore it, and, the Owners of adjoining Units shall contribute equally to the cost of restoration, without prejudice, however, 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 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his 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.

#### ARTICLE VI

##### EXTERIOR MAINTENANCE

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 Owner's Unit, including, without limiting the generality of the foregoing, roof, gutter, downspout, exterior of building surface, side walk and fence. In the event an Owner fails or refuses to make or perform the necessary painting, maintenance, repair or replacement any such building or other improvement on or appurtenant to his Unit for more than 60 days after written demand is made by the Board of Directors of the Association, the Board of Directors of the Association shall have the power and authority 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 cost and expense not paid by the Owner within 30 days after the due date thereof, shall bear interest from the due date at the legal rate, and the Board of Directors of 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 attorney's fees. All such costs, expenses, interest and collection costs, including reasonable attorney's fees, shall be a lien against the Unit, which lien may be foreclosed in the manner provided by law for the foreclosure mortgages. Provided, however, any such lien shall be subordinate to the lien of any then existing first mortgage on the Unit.

#### ARTICLE VII

##### GENERAL PROVISIONS

Section 1. Enforcement. Hilltop Town Houses Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all 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.

Section 2. Severability. If any provision of this Declaration of Restrictive Covenants or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications herein which can be given effect without the invalid provision or application.

Section 3. Amendment. The limitations, restrictions, and uses herein contained may be waived, abandoned or terminated, in whole or in part, from time to time, as to any one or more of the Units by the written consent of the then Owners of not less than 75% of the Units, which written consent must be record in the office of the County Clerk for Park County, Wyoming, to be effective.

IN WITNESS WHEREOF, This Amended Declaration of Restrictive Covenants is executed as of the 28th day of September, 1978.

UNIT NO.

OWNER

Unit No. 1

JOYCE BOULWARE,  
an unmarried person

Joyce E. Boulware

Unit No. 2

CELESTE C. PENTILA  
an unmarried person, and  
ARTHUR PENTILA, and  
JOSEPHINE PENTILA, husband and wife

Celeste C. Pentila

Arthur Pentila

Josephine Pentila

Unit No. 3

SCOTT G. WALKER, and  
KIMBERLEE K. WALKER, husband and wife

Scott G. Walker

Kimberlee K. Walker

Unit No. 4

MARGO W. STRATFORD, and  
HERBERT R. STRATFORD, her husband

Margo W. Stratford

Herbert R. Stratford

Unit No. 5

ALEXANDER SCOTT WOLFER, and  
KIMBERLEE WOLFER, husband and wife

Alexander Scott Wolfer

Kimberlee Wolfer

Unit 6

LAVON KOLSTAD,  
an unmarried person, and  
ARMAND L. KOLSTAD  
an unmarried person

Lavon Kolstad

Armand Kolstad

Unit No. 7

HAZEL F. BIRGE,  
an unmarried person

Hazel F. Birge

Unit No. 8

LAWRENCE E. SAUNDERS and  
E. LOUISE SAUNDERS, husband and wife

Lawrence E. Saunders

E. Louise Saunders

Unit No. 9

JOHN A. FLOOD, and  
JUNE A. FLOOD, husband and wife,

John A. Flood

June A. Flood

Unit No. 10

JOHN A. FLOOD, and  
JUNE A. FLOOD, husband and wife

John A. Flood

June A. Flood

Unit No. 11

G. A. SOLTERO, and  
M. A. SOLTERO, husband and wife

G. A. Soltero

M. A. Maylino Soltero

Unit No. 12

C. W. MANGUS, and  
D. M. MANGUS, husband and wife

C. W. Mangus

D. M. Mangus

Unit No. 13

GREG J. SCHUMER, and  
EDNA A. SCHUMER, husband and wife

Greg J. Schumer

Edna A. Schumer

Unit No. 14

JAMES W. GEMBERLING, and  
BILLE L. GEMBERLING, husband and wife

James W. Gemberling  
Bille L. Gemberling

Unit No. 15

HARVEY H. WAGNER,  
an unmarried person

Harvey H. Wagner

Unit No. 16

John A. Flood and  
June A. Flood, husband and wife

John A. Flood  
June A. Flood

Unit No. 17

HELMA A. EBNER,  
an unmarried person

Helma A. Ebner

Unit No. 18

MARIE A. LARSON,  
an unmarried person

Marie A. Larson

Unit No. 19

MILTON C. WAMBOLT, and  
MARY WAMBOLT, husband and wife

Milton C. Wambolt

Mary Ann Wambolt

Unit No. 20

KENDALL C. SIGGINS, and  
NANCY B. SIGGINS, husband and wife

Kendall C. Siggins  
Nancy B. Siggins

STATE OF WYOMING )  
 )  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Joyce Boulware, an unmarried person, this 25 day of October, 1978.

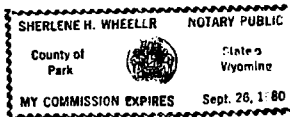
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 )  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Celeste C. Pentila, an unmarried person; and Arthur Pentila and Josephine Pentila, husband and wife, this 29 day of October, 1978.

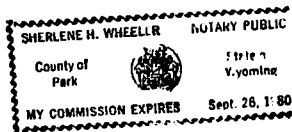
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 )  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Scott G. Walker and Kimberlee K. Walker, husband and wife, this 25 day of October, 1978.

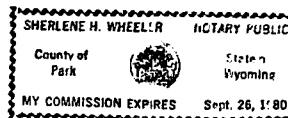
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



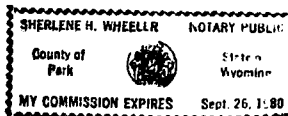
The foregoing instrument was acknowledged before me by Margo W. Stratford and Herbert R. Stratford, her husband, this 25 day of October, 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80



STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Alexander Scott Wolfer and Kimberlee Wolfer, husband and wife, this 2nd day of October, 1978.

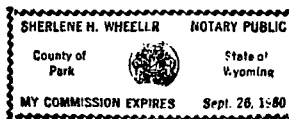
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Lavon Kolstad, an unmarried person, and Armand L. Kolstad, an unmarried person, this 2nd day of October, 1978.

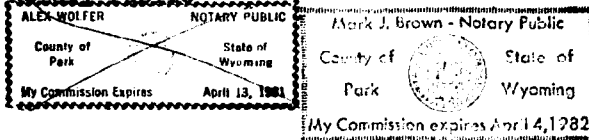
WITNESS my hand and official seal.

*Mark J. Brown*  
Notary Public

My commission expires:

4-4-82

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Hazel F. Birge, an unmarried person, this 35 day of October, 1978.

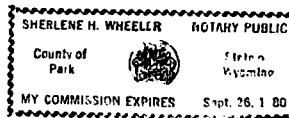
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



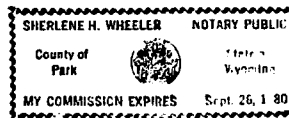
The foregoing instrument was acknowledged before me by Lawrence E. Saunders and E. Louise Saunders, husband and wife, this 3 day of ~~October~~ <sup>October</sup>, 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80





STATE OF WYOMING )  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by John A. Flood and June A. Flood, husband and wife, this 2 day of ~~October~~ <sup>October</sup>, 1978.

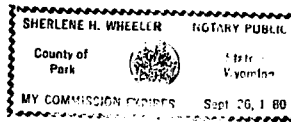
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF PARK ) SS



The foregoing instrument was acknowledged before me by G. A. Soltero and M. A. Soltero, husband and wife, this 26 day of ~~October~~ <sup>October</sup>, 1978.

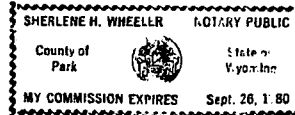
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF PARK ) SS



The foregoing instrument was acknowledged before me by C. E. Mangus and D. M., Mangus, husband and wife, this 25 day of October, 1978.

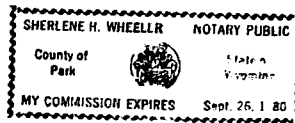
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF PARK ) SS



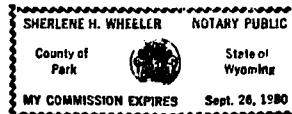
The foregoing instrument was acknowledged before me by Greg J. Schumer and Edna A. Schumer, husband and wife, this 3rd day of October, 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

Sept. 26, 1980



STATE OF WYOMING )  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by James W. Gemberling and Bille L. Gemberling, husband and wife, this 35 day of October 1978.

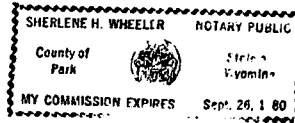
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF PARK ) SS



The foregoing instrument was acknowledged before me by ~~Harvey H. Wagner~~ <sup>Harvey H. Wagner</sup>, an unmarried person, this 14 day of ~~October~~ <sup>November</sup>, 1978.

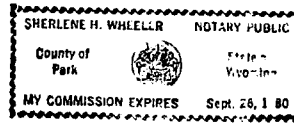
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF SHERIDAN ) SS



The foregoing instrument was acknowledged before me by John A. Flood and June A. Flood, ~~wife~~ <sup>wife</sup> and husband, this 2 day of ~~October~~ <sup>November</sup>, 1978.

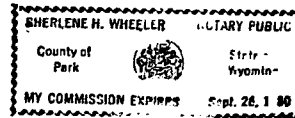
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
COUNTY OF PARK ) SS



The foregoing instrument was acknowledged before me by Helma A. Ebner, an unmarried person, this 35 day of October, 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )

The foregoing instrument was acknowledged before me by Marie A. Larson, an unmarried person, this 35 day of October, 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Milton C. Wambolt and Mary Wambolt, husband and wife, this 27 of October, 1978.

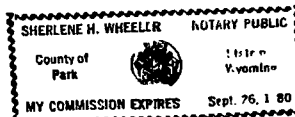
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF WYOMING )  
 ) SS  
COUNTY OF PARK )



The foregoing instrument was acknowledged before me by Kendall C. Siggins and Nancy B. Siggins, husband and wife, this 11 day of October, 1978.

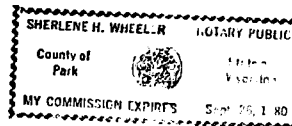
WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80

STATE OF WYOMING: )  
 ) SS  
COUNTY OF PARK: )



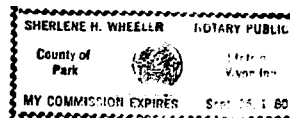
The foregoing instrument was acknowledged before me by John A. Flood and June A. Flood, husband and wife, on this 2 day of November 1978.

WITNESS my hand and official seal.

*Sherlene H. Wheeler*  
Notary Public

My commission expires:

9-26-80



Recorded Nov. 27, 1978 at 11:10 AM  
MF Book 35 Page 44 Park County, Wyo.  
No. 178910 Phyllis M. Smith, County Clerk