

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Gertsch Mendenhall, Inc., 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 Rock Springs, County of Sweetwater, State of Wyoming, which is more particularly described as:

Lots 37, 38, 39 and 40, CENTURY WEST SUBDIVISION SECOND FILING
to the City of Rock Springs, Sweetwater County, Wyoming

RECORDED	JUN 20 1980	AT 9:33A
BY 241	1517-19	GREEN RIVER, WYO.
902846	CLERK & REC'D, GREEN RIVER	

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.

1. The grounds, including without limitation the lawns, shrubs, sidewalks and porches, shall be maintained by each owner at his own expense in the proper manner which is homogenous with all other properties subject to this Declaration.

2. The walks and driveways located on each of the properties shall be maintained by each property owner at his own expense. Each property owner shall be responsible for removing snow and other debris from the walks and driveways in a timely manner so that access to and from each of the properties is not hindered or impeded in any way.

3. There exists on the rear thirty-three (33) feet of the property a pipeline easement which shall be maintained by each property owner in the following manner: The rear sixteen (16) feet of said easement shall be used as a common access for property owners to their respective properties. Upon a determination of the need for resurfacing the common access by a majority of the owners, said access shall be resurfaced and the cost shared equally among the property owners. In the event a property owner fails to pay his proportionate share of said expense, any or all of the said property owners may bring an action at law against the owner personally obligated to pay the same to recover said sums together with interest thereon at twelve percent (12%) per annum and a reasonable attorney's fee. No owner may waive or otherwise escape liability for such resurfacing cost by nonuse or abandonment of the lot



or access way. The right of any owner to contribution for expenses from any other owner hereunder shall be appurtenant to the land and shall pass to such owners' successors in title. The remaining seventeen (17) feet of said easement may be used by property owners solely for uses that do not require the erection of permanent structures, fences, bushes, shrubs, trees, or any other item which is not capable of immediate relocation from the premises. Flower and vegetable gardens are permitted uses as is the parking of motor vehicles, trailers, and boats which are in operable condition and have current registrations with an authorized state agency.

4. In addition to the maintenance of the grounds each property owner shall provide at his expense exterior building maintenance on each lot which is subject hereto as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, fences, porches and other exterior improvements. Said maintenance must maintain the homogeneity of the construction, appearance, color, material and condition of all units in the total structure.

5. With respect to party walls, each wall which is built as a part of the original construction of the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not consistent with the provisions contained herein the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

a. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the party wall in proportion to such use.

b. Destruction by Fire or Other Casualty. If a unit or party wall is destroyed or damaged by fire or other casualty, the owner of the unit must restore it, and if, in the case of a party wall, the other owners thereafter shall make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

c. Weatherproofing. Notwithstanding any other provision contained herein, 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.

d. Right to Contribution Runs With Land. The provisions of this party wall agreement shall be appurtenant to the land and shall pass to such owners' successors in title and shall not be subject to the periods of limitation contained in Paragraph 8 of these Covenants.

e. Encroachments. In the event that any portion of a party wall shall protrude over an adjoining unit, such party wall shall not be deemed to be an encroachment upon the adjoining unit. No owner shall either maintain any action for the removal of a party wall or projection or any action for damages because of such protrusion. In the event there is such a protrusion, it shall be deemed that such owner has

granted perpetual easements to the adjoining owner for continuing maintenance and use of the projection or party wall. The foregoing shall also apply to any replacement of a party wall if the same are constructed substantially in conformity with the original party wall. The Declarant hereby waives any and all setback requirements with respect to that portion of each unit which abuts an adjoining unit by reason of a party wall.

5. In the event of any dispute arising concerning a party wall, or under the provision of these covenants, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

8. Enforcement. 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 Declaration. Failure by 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 by that or other owner.

9. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the then covered lot owners, and thereafter by an instrument signed by not less than sixty-five percent (65%) of the then covered lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 15th day of June, 1983.

GERTSCH MENDENHALL, INC.

By J. A. Mendenhall, President

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 15th day of June, 1983, before me appeared J. A. Mendenhall, to me personally known, who, being by me duly sworn, did say that he is the President of Gertsch-Mendenhall, Inc. and that the seal of said corporation is affixed hereto and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said President acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: 12-22-84

Sally Shelton
Notary Public