

## DECLARATION OF PROTECTIVE COVENANTS

FOR

KRAUSE ADDITION, ~~EXCEPT LOTS 1 THROUGH 6 OF BLOCK 3, LOTS 1 THROUGH 9 OF BLOCK 4, AND LOTS 10 THROUGH 18 OF BLOCK 5, AND ALL OF BLOCK 8.~~ *KMK JK*  
~~EXCEPT LOTS 1 THROUGH 6 OF BLOCK 3, LOTS 10 THROUGH 18 OF BLOCK 5, AND ALL OF BLOCK 8.~~

THIS DECLARATION OF PROTECTIVE COVENANTS is made this day by K. M. KRAUSE and JEANE F. KRAUSE, husband and wife, hereinafter referred to as "Declarants".

The Declarants are the owners of all of the following described land, to-wit:

Blocks 1, 2, Lots 1 through 6 of Block 3, Lots 1 through 9 of Block 4, and ~~all of~~ *LOTS 10 THROUGH 18* Blocks 5, ~~and~~ of the Krause Addition, *KMK JK*  
 A subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 257.

The Plat of said Subdivision is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarants intend to sell all of the lots of land described above.

All of the land described above shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarants, subject to the conditions, restrictions, reservations and covenants now on record, and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the land described above and for the benefit of each owner of land therein. These covenants shall run with the land and inure and pass with this property, and each and every lot therein. These covenants shall be binding on all owners of the above described land and their successors in interest, regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These covenants are imposed pursuant to a general plan for the improvement and benefit of the said land.

It is the intention of the Declarants that the said land and lots shall be developed and maintained as a highly desirable residential area.

These covenants are imposed upon the above described land as an obligation or charge against the same for the benefit of each and every lot described above, and the owner or owners thereof. Each and every owner of said lots shall have a right, as set forth herein, to enforce these covenants in accordance therewith, which are imposed upon each and every one of said lots.

A. PARTY WALLS AND COMMON PARTY ROOFS.

1. Improvements May Have a Party Wall and Common Roof.

That apartments, townhouses or condominiums that may be located upon said lots may have a common fire wall between them and a common roof covering said apartments, townhouses or condominiums.

2. Common Ownership. That each common wall and common roof which is built as part of the original construction of the apartments, townhouses or condominiums upon said property shall constitute a party wall and party roof. That the said party wall and said common roof shall be owned in common ownership by the Owner(s) of each apartment, townhouse or condominium, and the subsequent successors and transferees of the Declarants as is hereinafter set forth.

3. Declaration of Common Party Wall and Common Party Roof. That the Declarants declare each said wall and each said roof to be a common party wall and a common roof owned by the Declarants and Parties, or by subsequent owners equally, and the Declarants and Owner(s) does or do grant and convey to each other and to their successors and transferees in interest, such interest in said wall and roof as may be necessary to create such co-ownership.

4. Right of Use. That the Owner(s) of each apartment, townhouse or condominium shall have the right to use the wall and roof jointly as such pertains to them.

5. General Rules of Law to Apply. That to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and party roofs, and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

6. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or common roof shall be shared by the Owner(s) who make use of the wall or roof in proportion to such use; however, any sum received from insurance shall be first applied to such repair or maintenance.

7. Destruction by Fire or Other Casualty. If a party wall or common roof is destroyed or damaged by fire or other casualty, any Owner(s) who has or have used the wall or roof may restore it, and if the other Owner(s) thereafter make use of the wall or roof, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or missions. Any sum received from insurance shall be first applied to such repair or restoration.

8. Weatherproofing. Notwithstanding any other provision of this Article, an Owner(s) who, by

his negligent or willful act, causes the party wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

9. Right to Contribution Runs With Land. The right of any Owner(s) to contribution from any other Owner(s) under this Article shall be appurtenant to the land and shall pass to such Owner(s)' successors in title.

10. Arbitration. In the event of any dispute arising concerning a party wall or common roof, or under the provisions of this Article, 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 and be binding on the parties.

B. FENCES: Fences may be installed by the owners of "pressure treated wood" and the fence shall be six feet in height and not higher or shorter than six feet.

2. Side yard fencing shall be constructed of "pressure treated wood" and the fence shall be six feet in height and not higher or shorter than six feet.

3. Front yard fencing shall be chain link only and the fence shall be thirty-six inches (36") in height and the posts shall be forty inches (40") in height, and said fence and posts shall not be higher or shorter than set forth above. A design of this fencing that shall be used is attached hereto and said design is made a part hereof. The front yard is defined as the front corners of the townhouse to the property line.

C. AMENDMENT.

Subject to the prior written approval and consent of the Farmers Home Administrator or Department of Housing and Urban Development, or their successors, and of any Title Insurance Company which may have title insurance covering any lot and improvements, then once eighty percent (80%) of the original lots described above have been sold and conveyed by Declarants, these covenants, with respect to party walls and common roofs, may be amended or altered upon the approval of the then Owners of eighty percent (80%) of the original lots described above.

D. MISCELLANEOUS.

1. These covenants are to run with the land and shall be binding upon all persons claiming under them for a period of fifty (50) years from the date of this Declaration. These covenants shall be automatically extended for successive periods of

ten (10) years unless an instrument signed by eighty percent (80%) of the then Owners of the said lots has been recorded, agreeing to repeal or amend these covenants.

2. If anyone violates or attempts to violate any of these covenants, any Owner(s) of any of the above described lots may bring a suit against the person or persons violating or attempting to violate the covenant in order to prevent them from violating or attempting to violate the covenant or to recover damages for such violation, and any person violating these covenants shall be liable for all costs incurred in prosecuting this suit, including a reasonable attorney's fee and for liquidated damages in the amount of \$25.00 per day until the violation is cured.

3. Anything in these covenants to the contrary notwithstanding, the Declarants or their successors in interest may, during the period of construction and sale of buildings on the property described above, erect such facilities as in their or its sole discretion may be reasonably required, convenient, or incidental to the development of the properties, including, but not limited to a business office, storage area, construction yards, signs, model units, and sales offices. These covenants shall not apply to the business activities of the Declarants or their successors, signs and billboards, or construction or maintenance of buildings by Declarants, their agents, successors or assigns during the period of construction and sale of said lots by Declarants.

4. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any of the other provisions of these covenants, which shall remain in full force and effect.

DATED this 13th day of April, 1982.

K. M. KRAUSE  
K. M. KRAUSE

JEANE F. KRAUSE  
JEANE F. KRAUSE

Owners and Declarants

California  
STATE OF ~~WYOMING~~ )  
COUNTY OF ~~JOHN DAY~~ ) ss.  
Marin

The foregoing instrument was acknowledged before me by K. M. KRAUSE and JEANE F. KRAUSE, husband and wife, this 13th day of April, 1982.

WITNESS my hand and official seal.

MARGARET L. BRONK  
Notary Public  
Marin County  
My Commission Expires August 2, 1985

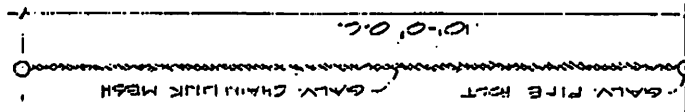
Notary Public

My Commission expires: August 2, 1985

JOE NO. 21

## 3' HIGH FENCE-CHAIN LINK

NOTE: FOLLOW MFG. INSTRUCTIONS FOR LOCATION, SIZE, AND ERECTION OF INTERMEDIATE SUPPORTS



## 6' HIGH FENCE-WOOD

