

RECORDED MAY 30, 1995 BK 374 PG 26 NO 198833 RONALD L. DAILEY, COUNTY CLERK

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND EASEMENTS
for the three Townhouse Building located on
Quail Court, Sparrow Hawk Hill, Sheridan, Wyoming

KNOW ALL PERSONS BY THESE PRESENTS:

Gregory G. Deppert and Taffany Ann Deppert, husband and wife, owners of lots 1 & 2; Michael E. Schindler and Donna J. Nabben Schindler, husband and wife, owners of lot 3; and Gary L. Atkins and Patricia Anne Atkins, husband and wife, owners of lot 4; being owners of the following described real property (hereinafter "Property") and improvements situated within the County of Sheridan, State of Wyoming:

Lots 1, 2, 3, and 4 and all associated common ground, Quail Court, First Filing, a subdivision in Sheridan County, Wyoming, as recorded in Drawer Q of Plats, page 1.

hereby declare the following restrictions, covenants, conditions and easements upon which, and subject to which, all lots, portions of lots, existing improvements and common areas shall be improved, sold and conveyed by them as lot owners. Any and all prior declarations for the described property are hereby void and superseded. Lots 1 and 2 may not be subdivided and shall remain as one (1) unit. These restrictions, covenants, conditions and easements are imposed upon the owners and are to be construed as "restrictive covenants" running with the title to the Property and includes land in the common area.

1. Residential Use: All lots are for single family residential purposes only. No building or structure shall be intended for or adapted to any business purpose, except a room within the single family residence (a "home office") which may be used to conduct business via computer or telephone is permitted. No structure, other than the existing single family private townhouse dwellings and garages, or the construction of patio walls or a swimming pool, may be erected, placed or maintained on the Property.

2. Prohibited Structures: No structures of a temporary character, trailer, basement, shack, barn or other outbuilding shall be erected on any portion of the Property at any time either temporarily or permanently.

3. Animals: City of Sheridan ordinances referring to farm animals/poultry will apply; however, household pets may be kept subject to approval of a majority of the Lot owners. Breeds of a vicious reputation will not be permitted, nor animals that disturb the peace, quiet, comfort, safety and serenity of the occupants of the other Lot owners.

4. Sign and Nuisances: No advertising signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any townhouse, nor shall any townhouse be used in any way or for any purpose which may endanger the health or unreasonably disturb the other Lot owners; however, "For Sale" signs may be placed upon a building when such a building is for sale. No such sign shall be more than five square feet.

5. Storage: The Property shall not be used in whole or in part for the storage of rubbish (including abandoned vehicles) of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise, contamination or other danger or nuisance that will or might disturb the peace, quiet, comfort, safety and serenity of the other Lot owners.

6. Garbage Cans and Other Items: All clotheslines, garbage cans and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighborhood residences and streets. All rubbish, trash, or garbage shall be regularly removed from the Property, and it shall not be allowed to accumulate thereon.

7. Exterior Materials and Improvements to Existing Structures: All exterior materials shall be wood or simulated wood and masonry only, and all roofs shall consist of tan asphalt shingles, wood shingles, shake shingles. Windows shall be framed in wood, with exterior colors limited to the existing color scheme of Pavillion Beige and Charcoal Blue from the Sherwin Williams Paint Co., unless a majority of the Lot owners agree in writing to change the color scheme when the time comes to repaint the entire Townhouse buildings.

8. Solar Collectors and Installation: All solar collectors or solar installations must be approved by a majority of the Lot owners as to materials and location in writing before they are erected and located on any part of the Property.

9. Antennae: No external radio or television antennae shall be installed on the Property, except for one (1) small satellite dish not to exceed eighteen inches (18") in diameter, per townhouse. Any satellite dish installed must be attached to each townhouse itself.

10. Fences: Fences shall be compatible as to material, size, color and design with those fences initially constructed and shall be approved by a majority of the Lot owners in writing prior to construction.

11. Trailers and Boats: All trailers, detached campers, boats or mobile homes which are stored on any lot shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets.

12. Auto Repair: No auto repair, oil changes or other major mechanic work on any motorized vehicle shall occur on the Property except inside an owner's garage.

13. Commercial Vehicles: No commercial vehicles, construction or like equipment, or mobile or stationary trailers of any kind shall be permitted on any lot part of the Property, unless kept in a garage completely enclosed from view.

14. Firewood: All firewood piles or any other wood pile must be stacked neatly within a garage or within a lot owner's courtyard and should not be maintained on any other part of the common ground area.

15. Owner Occupied: In the event an owner decides to rent their townhouse, all renters or sub-lessees are subject to the restrictions, covenants, conditions and easements of this Declaration as part of their rental agreement, a copy of which will be provided to all Lot owners within a reasonable time of its execution.

ACCESS TO COMMON GROUND:

16. Each owner will have reciprocal and full (100%) access to their respective lot(s) from the city street, i.e., Quail Court, to their driveway, into/onto their respective garages, concrete walkways and courtyards.

17. The driveway, enclosed north fenced courtyard, and attached south deck, as well as those concrete walkways connecting the same, and abutting the north and south boundaries of Lot 3 will be considered the private use area of the common ground for Lot 3.

18. The driveway, fenced west courtyards, attached south deck, as well as those concrete walkways connecting the same, abutting the north and south boundaries of Lot 4, shall be considered the private use area of the common ground for Lot 4.

19. The driveway, attached south patio and concrete walkways connecting the same, abutting the north and south boundaries of Lots 1 & 2, shall be considered the private use area of the common ground of Lots 1 & 2.

20. Each owner will be responsible for the exterior maintenance of their respective Lot(s) to include repair, painting, fence maintenance and snow removal.

21. Each owner may add to or alter the landscaping of their enclosed private courtyards at their own expense. Owners may also, if they desire by unanimous vote, make additions to the landscaping of the common ground by splitting the costs proportional to lot ownership, for further additions to the landscaping of the extended common grounds.

22. Each owner will keep the grass of the common areas surrounding their lot(s) properly seeded and maintained and will supply their own power, water and fertilizer for its maintenance.

PARTY WALLS

23. Party Wall Declaration: Walls forming common boundaries between the structures on Lots 2 & 3 and the structures on Lots 3 & 4 shall be party walls and owners of those lots and improvements shall have the right to use them jointly.

24. Party Wall Easement: Future reciprocal easements are hereby established, declared and granted for all party walls between buildings and other improvements constructed or to be constructed on Lots 2 through 4, which reciprocal easements shall be for the mutual support and shall be governed by this Declaration.

25. General Rules of Law to Apply: Each wall built as a part of the original construction of the Townhouses upon the Property and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of Wyoming law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

26. Sharing of Repair and Maintenance: The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the party walls in proportion to the use made.

27. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it; however, responsibility for restoration of the party wall shall remain with the owner who is at fault for the casualty that arises, thus necessitating repair of such party wall. Where fault cannot be determined, responsibility for restoration shall be borne equally by the owners affected. All owners shall maintain fire, casualty and liability insurance in an amount not less than the purchase price of the property, or if not purchased, the fair market value of the property when acquired. Access to the party wall from both townhouses shall be granted from both lot owners who share the party wall in order that proper repair may be made.

28. Weatherproofing: Notwithstanding any other provisions of this Declaration, an owner who is shown to cause any party wall to be exposed to the elements and damaged by his negligence or willful act shall bear the entire costs of furnishing the necessary protection against such elements or other proximate damage until such party wall is repaired.

29. Repairing or Rebuilding: If it becomes necessary or desirable to repair or rebuild the whole or any part of any party wall, the repairing or rebuilding expense shall be borne equally by the owners whose property was damaged, or by their heirs and assigns. Any repairing or rebuilding of any party wall shall be on the same location, and of the same size, as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.

ADDITIONAL COVENANTS:

30. Variances: These restrictions, covenants, conditions and easements may be only varied in a writing signed by a simple majority of lot owners. Lot owners shall vote as follows: the Lot owner(s) of lots 1 & 2 has one (1) vote; the owner(s) of lot 3 has one (1) vote and the owner(s) of lot 4 has one (1) vote. This voting system shall apply to any votes necessary to establish a majority or a unanimous vote throughout this Declaration.

31. Division of Lots: Lots may be surveyed and re-platted by the City of Sheridan by a unanimous vote of the owners for the purpose of establishing Lot boundaries in place of common ground. This provision may not be varied by a simple majority vote.

32. Dedicated Rights: The Property is and shall be subject to any and all rights and privileges which the City of Sheridan, Wyoming, or the County of Sheridan, Wyoming, may have acquired through dedication or the filing or recording of maps or plats of such Property, as authorized by Wyoming law, and provided further that no restrictions, covenants, conditions and easements, or acts performed shall be in conflict with any City or County zoning ordinance or law.

33. Arbitration. In the event of any dispute arising under the provisions of these restrictions, covenants, conditions and easements, each owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

In the event of any dispute arising concerning the provisions of these covenants, conditions, restrictions, reservations and easements described herein with respect to any other rights or liabilities of the parties involved shall be submitted to binding arbitration under applicable Wyoming law governing arbitration proceedings. Initially, all owners shall make a reasonable attempt to agree on a single arbitrator. If no such agreement can be reached, the owners shall each nominate one arbitrator and the arbitrators so nominated shall select two more additional neutral arbitrators necessary to break tie votes. The decision resolving the dispute concerning party wall issues or other issues or unresolved disputes arising under these restrictions, covenants, conditions and easements shall be made by a majority of the arbitrators so chosen and appointed. The costs, exclusive of attorney's fees, of any such arbitration proceeding shall be borne equally by the owners, who are parties thereto. The award of a majority of such arbitrators shall be final, conclusive, binding and non-reviewable. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until this provision pertaining to arbitrators and arbitration of the relevant dispute(s) has been fully complied with a final written decision rendered containing findings of fact and conclusions of law. The appointment of arbitrator(s) hereunder shall be made within twenty (20) days after written notice by one party to the other party that a dispute exists.

34. Restrictions And Covenants Run With The Land. The benefits, obligations, covenants and other restrictions contained herein shall run with the land herein described so long as the party walls or any extensions thereof continue to exist, and shall be binding on the respective successors in interest to the property described herein, their heirs, legal representatives, lessees and assigns.

35. Severability. In the event that any one or more of the provisions, conditions, restrictions, and covenants herein set forth shall be held by any sort of confident jurisdiction to be null and void, all remaining provisions, conditions and restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

36. Waiver. No delay or omission on the part of the owner or the owners of other interests in the Property in exercising any rights, power or remedy herein provided, in the event of any breach in the covenants, conditions, reservations or restrictions herein contained, shall be construed as a waiver thereof, or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by any one whatsoever against the owner for or on account of his failure to bring any action or on account of any breach of these covenants, conditions, reservations or restrictions or for imposing restrictions herein, which may be unenforceable by any owner.

37. Enforcement: A breach of any of the restrictions, covenants, conditions or easements established by this instrument may be enjoined or remedied by appropriate proceedings by the owner(s) of any Lot(s) in the Property pursuant to the laws of the State of Wyoming and the terms of this declaration, but by no other person and on no other basis.

If any owner hires counsel to enforce any of these restrictions, covenants, conditions or easements by reason of a breach hereof, all costs incurred in the enforcement, whether or not the matter goes to full arbitration or whether or not suit is filed, including a reasonable attorney's fee and costs, shall be paid by the owner(s) of the lot(s) determined to have breached these restrictions, covenants, conditions and easements.

38. Terms and Conditions: All of the foregoing restrictions, covenants, conditions and easements shall continue and remain in full force and effect at all times as against the owner of any Lot in the Property, regardless of how they acquire title, for a term of twenty years from the date this instrument is recorded. After that time, they may be extended and renewed for successive periods of ten years with the unanimous consent of all Lot owners. This Declaration may be amended during the first twenty year period only by an instrument signed by all lot owners. Any amendment must be recorded to be effective. This provision may not be amended by a simple majority vote.

39. 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.

40. All owners executing this document affirmatively represent that they have fully read and understand the foregoing provisions. All owners executing this document further affirmatively represent that they sign this document only after a full and fair opportunity to have it reviewed by counsel of their choosing. In the event of an ambiguity herein, no portion of this document shall be construed against any owner or owners as drafters.

IN WITNESS WHEREOF, Gregory G. Deppert and Taffany Ann Deppert, husband and wife; Michael E. Schindler and Donna J. Nabben Schindler, husband and wife; and Gary L. Atkins and Patricia Anne Atkins, husband and wife; have caused this agreement to be executed on this 17th day of May, 1995.

Gregory G. Deppert
Gregory G. Deppert

Taffany Ann Deppert
Taffany Ann Deppert

Michael E. Schindler
Michael E. Schindler

Donna J. Nabben Schindler
Donna J. Nabben Schindler

Gary L. Atkins
Gary L. Atkins

Patricia Anne Atkins
Patricia Anne Atkins

STATE OF WYOMING)
County of Sheridan) ss.

17th The foregoing instrument was acknowledged before me, this day of May, 1995, by Taffany Ann Deppert.

WITNESS my hand and official seal.

Donna L. Deppert
Notary Public

My Commission expires: My Commission Expires December 3, 1995

STATE OF WYOMING)
County of Sheridan) ss.

17th The foregoing instrument was acknowledged before me this day of May, 1995, by Gregory G. Deppert.

WITNESS my hand and official seal.

Maria L. Wright
Notary Public

My Commission expires: My Commission Expires December 3, 1995.

STATE OF WYOMING)
County of Sheridan) ss.

25th The foregoing instrument was acknowledged before me this day of May, 1995, by Michael E. Schindler and Donna J. Nabben Schindler, husband and wife.

WITNESS my hand and official seal.



M. Christine McKenzie
Notary Public

My Commission expires: 6/8/98.

STATE OF WYOMING)
County of Sheridan) ss.

17th The foregoing instrument was acknowledged before me this day of May, 1995, by Gary L. Atkins and Patricia Anne Atkins, husband and wife.

WITNESS my hand and official seal.



M. Christine McKenzie
Notary Public

My Commission expires: 6/8/98.