

DECLARATION

THIS DECLARATION is made by Patrick J. Cummings (Owner of the real property described on Exhibit "B"), Robert A. Barkley and Betty J. Barkley and Larry L. Lidahl and Karen D. Lidahl (Owners of the real property described on Exhibit "C"), Ronald D. Spriggs (Owner of the real property described on Exhibit "D"), Duane M. and Carol R. McCarty (Owners of the real property described on Exhibit "E"), and James F. G. Bowlby, Jr. and Bette Jayne Kleinman (Owners of the real property described on Exhibit "F"), hereinafter referred to as "Owners".

Recitals

1. Lot A is a piece of real property, the legal description of which is described on the document marked Exhibit "A", attached hereto, and made a part hereof for all purposes.

2. Each of the five above designated Owners is the fee simple owner of an undivided one-fifth interest in Lot A.

3. Each of the five Owners is the fee simple owner of a single family dwelling situated on a lot adjacent to Lot A (each Owner is the sole fee owner of his particular lot); the real property on which the dwellings are situated shall be hereinafter called "adjoining lots".

A.

Easement

Owners declare that Lot A shall be used as a common driveway for the benefit of the adjoining lots and the owners thereof. The owners of the adjoining lots shall have a non-exclusive, perpetual easement over Lot A for the purpose of ingress to and egress from the adjoining lots and shall own the Main Water Line and Main Sewer Line underlying Lot A from Sheridan Avenue to the point of the individual tap of each adjoining lot.

B.

Association

Owners (which term shall also include the successor in interest of the adjoining lots and water and sewer lines to each lot), hereby form an association, and each owner by this Declaration, and all future owners of the adjoining lots by their acceptance of deed, agree as follows:

I.

Name

The name of the association of owners shall be Lot A Association.

II.

Purpose

The purpose of this association is to provide for regular management, maintenance and improvement of Lot A and the Main Water Line and Main Sewer Line underlying Lot A from the connection to the Water and Sewer Lines in Sheridan Avenue to the point of connection of the individual tap of each adjoining lot.

III.

Voting, Majority of Owners, Quorum, Proxies

Section 1: Voting. Voting shall be on the basis of votes assigned to the owners of each adjoining lot. The owner or owners of each adjoining lot shall collectively have one vote. One vote is assigned to each lot. If a lot is sold by the terms of an Agreement for Warranty Deed which is recorded in the office of the County Clerk of Sheridan County, the buyers shall be considered the owners for the purpose of this paragraph.

Section 2: Majority of Owners. As used in this Declaration, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes.

Section 3: Quorum. Except as otherwise provided, the presence in person or by proxy of a majority of owners, as

defined in the preceding paragraph of this article, shall constitute a quorum.

Section 4: Proxies. Votes may be cast in person or by proxy. Proxies must be in writing, signed, and filed with the secretary of the Association before the appointed time of each meeting.

#### IV.

##### Administration

Section 1: Association Responsibilities. The owners of the adjoining lots will constitute the association, which will have the responsibility of managing, maintaining, and improving Lot A (together with the Water and Sewer Lines noted herein), approving an annual budget, and establishing and collecting assessments. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2: Place of Meeting. Meetings of the Association shall be held at the Courtroom, Sheridan County Courthouse, Sheridan, Wyoming, or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3: Annual Meetings. The first annual meeting of the Association shall be held on October 31, 1980. Thereafter, annual meetings shall be held on the 31st day of October of each succeeding year. At such meeting, there shall be selected by appointment a Board of Directors in accordance with the requirements of Section 1 of Article V of these Declarations. The Owners may also transact such other business of the Association as may properly come before them.

Section 4: Special Meetings. It shall be the duty of the President to call a special meeting of the Owners as directed by resolution of the Board of Directors or on a petition signed by the majority of the Owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by

a consent of three-fifths (3/5) of the Owners present, either in person or by proxy.

Section 5: Notice of Meetings. It shall be the duty of the Secretary to mail the notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each Owner, at least five (5), but not more than twenty (20), days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Section 6: Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum is not attended, the Owners who are present either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7: Order of Business. The order of business at all Association meetings shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of directors.
- (g) Unfinished business.
- (h) New business.

V.

Board of Directors

Section 1: Number and Qualification. Each adjoining lot shall be represented by a director, who shall be appointed by the Owner or Owners of each lot. The Association's affairs shall be governed by a Board of Directors composed of those appointees.

Section 2: Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administra-

tion of Associations's affairs and may do all such acts and things as are not by law or by these declarations directed to be exercised and done by the Owners, including but not limited to, the power to contract for labor and materials, recommend assessments at annual or special meetings, collect assessments, bring suit and file notices of lien for unpaid assessments.

Section 3: Election and Term of Office. Each director's term of office shall be one year.

Section 4: Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by a new appointment by the Owners of the lot represented by the director. If the Owners of that lot fail to appoint a successor within ten (10) days after the directorship becomes vacant, then the vacancy shall be filled by a vote of the majority of the remaining directors even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is appointed at the Association's next annual meeting.

Section 5: Organization Meeting. The first meeting of the Board of Directors shall be held within ten (10) days of their appointment at such place as shall be fixed by the directors at the meeting in which such directors were appointed, and no notice shall be necessary to the newly appointed directors in order legally to constitute such meeting, provided a majority of the whole board shall be present.

Section 6: Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, or by telephone at least three (3) days prior to the day named for such meeting.

Section 7: Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least five (5) directors.

Section 8: Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and waiver shall be deemed equivalent to the giving of such notice. Attendance by the director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 9: Board of Directors Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

#### VI.

##### Officers

Section 1: Designation. The principal officers of the Association shall be a President, a Vice President, and a Secretary-Treasurer, all of whom shall be elected by the Board of Directors.

Section 2: Election of Officers. The officers of the Association shall be elected annually by the Board of Directors

at the organization meeting of each new board and shall hold office at the pleasure of the board.

Section 3: Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4: President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association, and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of the Association, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of Association's affairs.

Section 5: Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed on him by the Board of Directors.

Section 6: Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Board of Directors, and minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; he shall, in general, perform all of the duties incidental to the office of Secretary and he shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in

books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of, the Association in such depositories as may from time to time be designated by the Board of Directors.

VII.

Obligations of the Owners

Section 1: Assessments. All Owners are obligated to pay assessments imposed by the Association to meet all costs of the management, maintenance and improvement of Lot A and other necessary expenses of the Association. Each of the adjoining lots shall be assessed one-fifth (1/5) of the total assessments.

Section 2: Establishment of Assessments. The assessment shall be recommended by the Owners to the Board of Directors at the annual or special meeting of the Owners. The Board of Directors shall then determine the amount of such assessment at a Directors' meeting.

Section 3: Notice. The Secretary-Treasurer shall then notify the Owners of the adjoining lots personally, by mail, or by telephone of the amount of the assessment and the terms of payment. The assessment must be paid on the due date specified in the notice. If it is not paid when due, the unpaid assessment shall accrue interest at the rate of fifteen percent (15%) per annum until paid.

Section 4: Lien for Assessments. Each Owner agrees and his or her heir and assignee and future Owners by acceptance of a deed agree that the Association shall have a lien upon the Owner's adjoining lot for unpaid assessments and interest on unpaid assessments at the rate of fifteen percent (15%) per annum. The lien may be established and created if the Association files a notice of lien in the office of the County Clerk for Sheridan County, Wyoming, setting forth the amount claimed, the name and address of the owner and a description of the adjoining lot.

Section 5: Enforcement. If any Owner fails to pay the assessment when due and a suit is filed to collect the assessment, the defaulting Owner shall be liable for all costs of collection, including a reasonable attorney's fee.

## VIII.

Amendments

Section 1: These declarations may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by the Owners of three out of the five.

## IX.

Duration

Section 1: These declarations and covenants run with the land and shall be binding upon all Owners and all persons claiming under them and upon the above described lots for a period of ten (10) years from the date of this Declaration, and these declarations and covenants shall be automatically extended for periods of ten (10) years unless an instrument, signed by the Owners of at least four out of the five above described lots, is recorded in the office of the County Clerk of Sheridan County, Wyoming, agreeing to repeal these declarations and covenants.

DATED this 10<sup>th</sup> day of FEBRUARY, 1983.

Owner of the Real Property described  
on Exhibit "B"

Patrick J. Cummings  
Patrick J. Cummings

Owners of the Real Property described  
on Exhibit "C"

Robert A. Barkley  
Robert A. Barkley  
Betty J. Barkley  
Betty J. Barkley

Larry L. Lidahl  
Larry L. Lidahl  
Karen D. Lidahl  
Karen D. Lidahl

Owner of the Real Property described  
on Exhibit "D"

Ronald D. Spriggs  
Ronald D. Spriggs

Owners for the Real Property described  
on Exhibit "E"

Duane M. McCarty  
Duane M. McCarty  
Carol R. McCarty  
Carol R. McCarty

Owners for the Real Property described  
on Exhibit "F"

James F. G. Bowlby, Jr.  
James F. G. Bowlby, Jr.  
Bette Jayne Kleinman  
Bette Jayne Kleinman

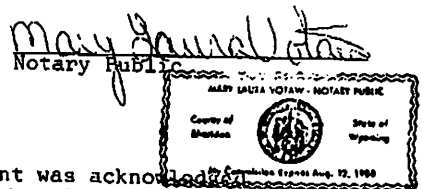
STATE OF WYOMING )  
; ss.  
County of Sheridan )

The above and foregoing instrument was acknowledged  
before me this 10 day of FEBRUARY, 1983,  
by PATRICK J. CUMMINGS, as Owner of the real property  
described on Exhibit "B".

WITNESS My hand and official seal.

My Commission expires:

Aug. 12, 1986

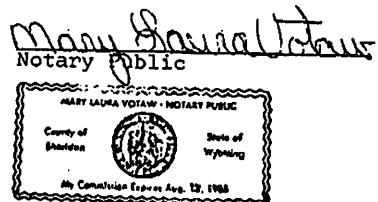


The above and foregoing instrument was acknowledged  
before me this 10 day of FEBRUARY, 1983,  
by ROBERT A. BARKLEY, BETTY J. BARKLEY, LARRY L. LIDAHN, KAREN D. LIDAHN,  
as Owners of the real property described on Exhibit "C".

WITNESS my hand and official seal.

My Commission expires:

Aug. 12, 1986

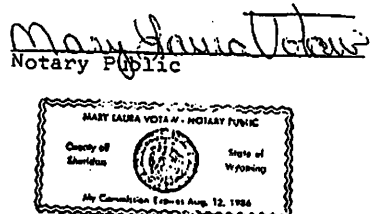


The above and foregoing instrument was acknowledged  
before me this 10 day of FEBRUARY, 1983,  
by RONALD D. SPRIGGS, Owner of the real property described  
on Exhibit "D".

WITNESS my hand and official seal.

My Commission expires:

Aug. 12, 1986



512

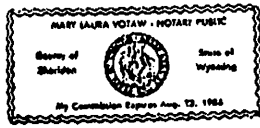
The above and foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 1983, by DUANE M. MCCARTY and CAROL R. MCCARTY, Owners of the real property described on Exhibit "E".

WITNESS my hand and official seal.

Mary Laura Votaw  
Notary Public

My Commission expires:

Aug. 12, 1986



The above and foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 1983, by JAMES F. G. BOWLBY, JR. and BETTE JAYNE KLEINMAN, Owners of the real property described on Exhibit "F".

WITNESS my hand and official seal.

Mary Laura Votaw  
Notary Public

My Commission expires:

Aug. 12, 1986

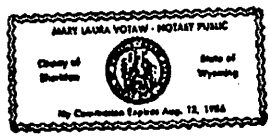


Exhibit "A"

LEGAL DESCRIPTION FOR COMMON DRIVEWAY

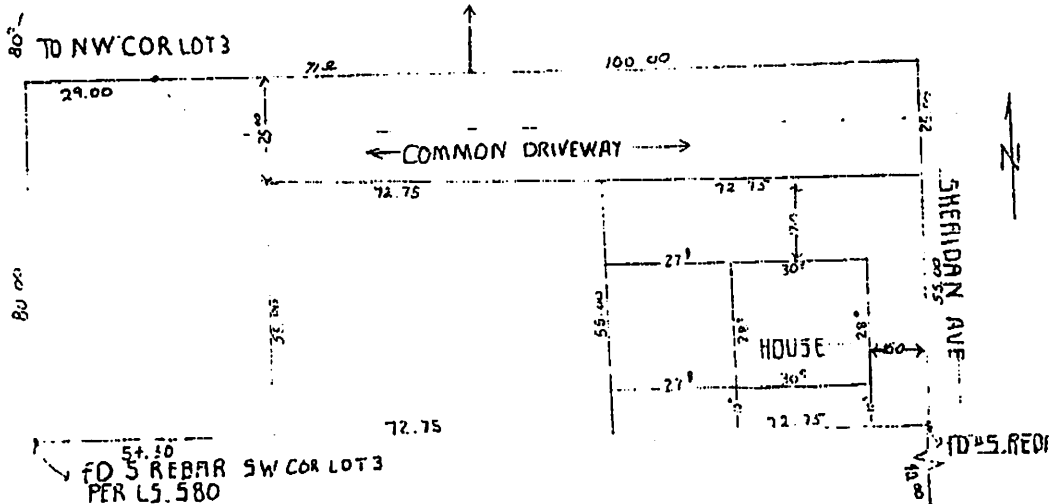
Portion of Lot 3, Block 20, Vale Avenue Placed to the Town, now City of Sheridan, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point 95.00' North of the Southeast Corner of said Lot 3; Thence West 145.50 feet; Thence N 45-10-33 W a distance of 35.71 feet; Thence East a distance of 171 feet; Thence South 25 feet to the point of beginning.

54  
Surveyor's Certificate

"EXHIBIT B"

I, RONALD W. PRESTHELM, a duly licensed  
surveyor, hereby certify that I have personally examined and surveyed the parcel of land in the City of  
Sheridan, State of Wyoming, and described as  
follows: Portion of Lot 3, Block 20, Vale Avoca Place to the Town, now City of  
Sheridan, Sheridan County, Wyoming, being more particularly described  
by metes and bounds as follows: Beginning at a point 95' North of the  
Southeast corner, thence W72.75' of lot 3, thence S55' to a point, thence E72.75'  
to a point, thence N55' to the point of beginning. A 1/5 interest in the common  
driveway as described in Exhibit "A".



Street Number 1230 Sheridan Ave., this property being situated on  
the south side of said street.  
This property is located 0 feet in a westerly direction from  
Sheridan Avenue, Street, this being the nearest intersecting street.  
Dimensions See above drawing

I further certify as follows:

1. The building and garage situated upon the above-described property are wholly within the boundary lines of the above described property.
2. The driveway lies within the said boundary lines.
3. No side line of the building is less than 10.0 feet from any of the said boundary lines.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The building line restrictions have not been violated.
6. The front wall of the building is 17.00 feet from the front lot line.

Signed and dated at 4:00 p.m. this 19th  
day of November 19 70

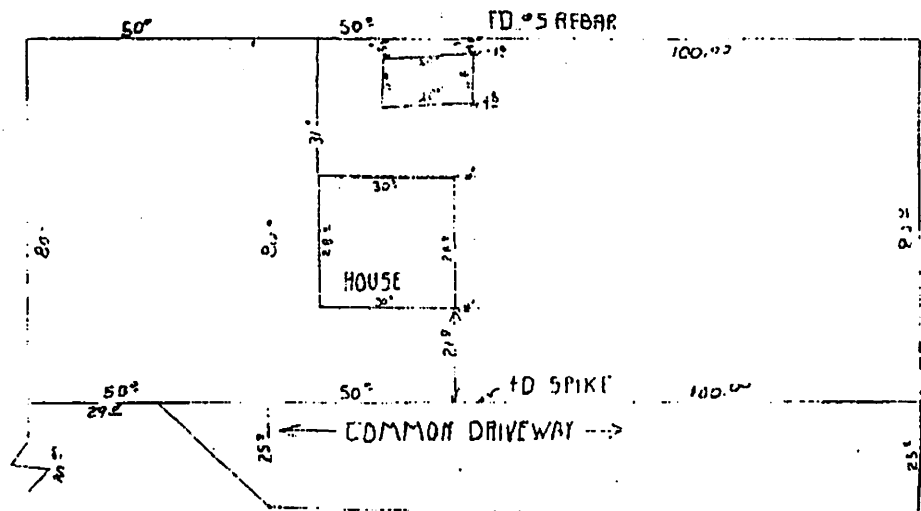
Ronald W. Presthelm  
Ryo. L. 12615

"EXHIBIT C"

1,....., a duly licensed

Sheridan ..... State of ..... Wyoming; ..... and described as

Portion of Lot 3, Block 20, Vale Avenue Place to the Town, now City of Sheridan, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows: Beginning at a point 170' North and 100' West of the Southeast corner of said Lot 3, thence N80' to a point, thence 250' to a point, thence S80' to a point, thence E50' to the point of beginning. A 1/5 interest in a common driveway as described in Exhibit "A".



FD-5 REBAR  
SW COR LOT 3

Street Number.....1206 Sheridan Ave....., this property being situated on  
.....north.....side of said street.

This property is located 100.00 feet in a westerly direction from  
 Ridan Avenue Street, this being the nearest intersecting street.

Dimensions..... See above drawing.

3. The building and garage situated upon the above-described property/ are wholly within the boundary lines of the above described property.

2. The driveway lies within the said boundary line.

J. No side line of the building is less than.....<sup>10.0</sup> feet from any of the said boundary lines.

4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.

5. The building line restrictions have not been violated.

6. The front wall of the building is 21.0 feet from the front lot line.

Signed and dated at \_\_\_\_\_ 4:00 p.m. \_\_\_\_\_ this \_\_\_\_\_ 19th \_\_\_\_\_

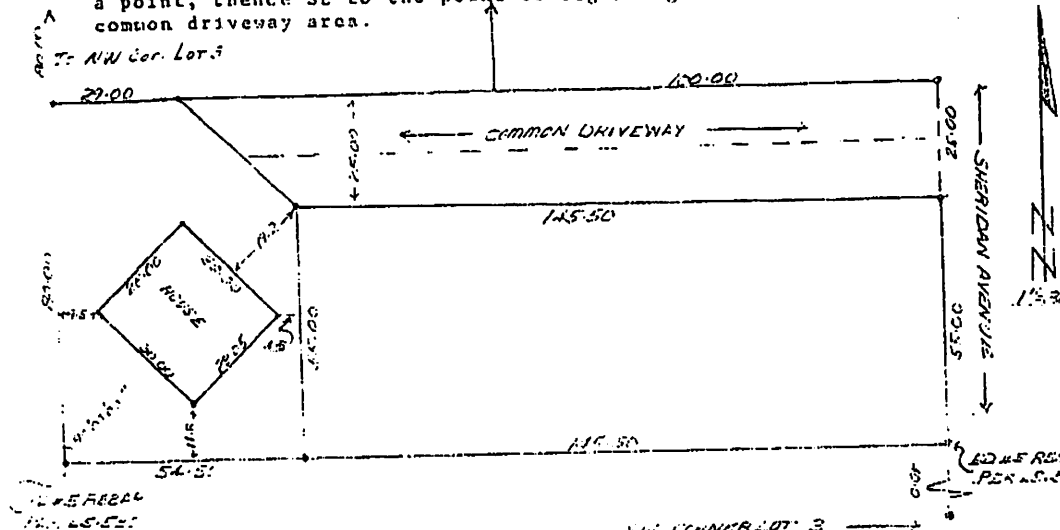
day of November 1970

[illegible]

576  
Surveyor's Certificate

"EXHIBIT D"

I, Ronald W. Prestfeldt, a duly licensed  
surveyor, hereby certify that I have personally examined and surveyed the parcel of land in the City of  
Sheridan, State of Wyoming, and described as  
follows: Portion of Lot 3, Block 20, Vale Avoca Place to the Town, now  
City of Sheridan, Sheridan County, Wyoming, being more particularly  
described by metes and bounds as follows: Beginning at a point 95'  
N of the SE corner, thence W 145.5' of lot 3, thence S 55' to a point,  
thence W 54.5' to a point, thence N 80' to a point, thence E 29' to  
a point, thence SE to the point of beginning. A 1/5 interest in a  
common driveway area.



Street Number 1218 So. Sheridan Ave., this property being situated on  
the South side of said street.

This property is located 145.5 feet in a westerly direction from  
Sheridan Avenue Street, this being the nearest intersecting street.

Dimensions. See above drawing

I further certify as follows:

1. The building and garage situated upon the above-described property are wholly within the boundary lines of the above described property.
2. The driveway lies within the said boundary lines.
3. No side line of the building is less than 4.5 feet from any of the said boundary lines.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The building line restrictions have not been violated.
6. The front wall of the building is 19.2 feet from the front lot line.

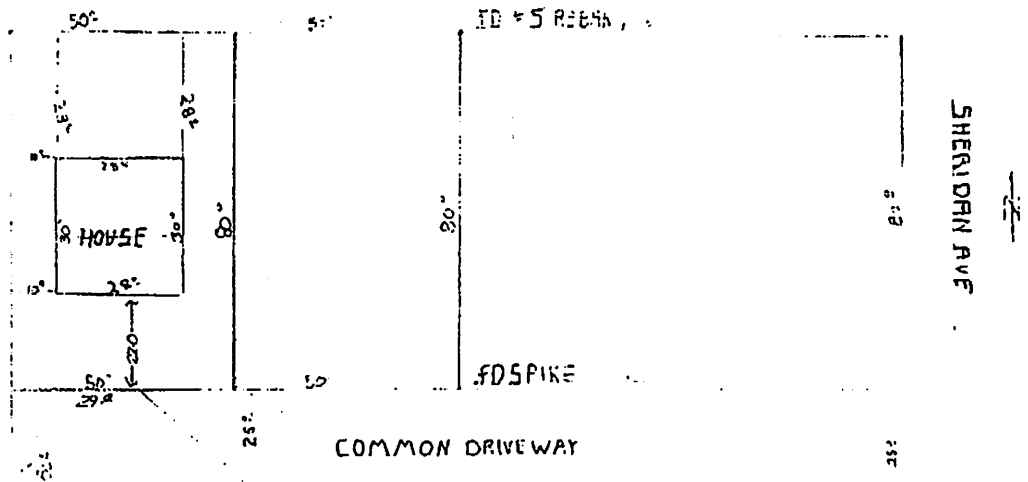
Signed and dated at 5:00 p.m. this 29th  
day of October 19 79

Ronald W. Prestfeldt  
Wyoming L.S. 2615

# Surveyor's Certificate

"EXHIBIT E"

I, RONALD W. PRESTFELDT, a duly licensed  
surveyor, hereby certify that I have personally examined and surveyed the parcel of land in the City of  
Sheridan, State of Wyoming, and described as  
Portion of Lot 3, Block 20, Vale Avoca Place to 1st Town, now City of  
follows: Sheridan, Sheridan County, Wyoming, being more particularly described  
by metes and bounds as follows: Beginning at a point 120' North and 150'  
West of the S.E. Corner of said Lot 3, thence N80° to a point, thence E50' to  
a point, thence S80' to a point, thence E50' to the point of beginning.  
A 1/5 interest in a common driveway as described in Exhibit "A".



SW COR Lot 3 Street Number 1212 Sheridan Ave., this property being situated on  
FD 5 REBAR the North side of said street.

This property is located 150.00 feet in a Westerly direction from  
Sheridan Avenue Street, this being the nearest intersecting street.

Dimensions See above drawing

I further certify as follows:

1. The building and garage situated upon the above-described property are wholly within the boundary lines of the above described property.
2. The driveway lies within the said boundary lines.
3. No side line of the building is less than 10.0 feet from any of the said boundary lines.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The building line restrictions have not been violated.
6. The front wall of the building is 21.0 feet from the front lot line.

Signed and dated at 5:00 P.M. this 16th  
day of July 19 80

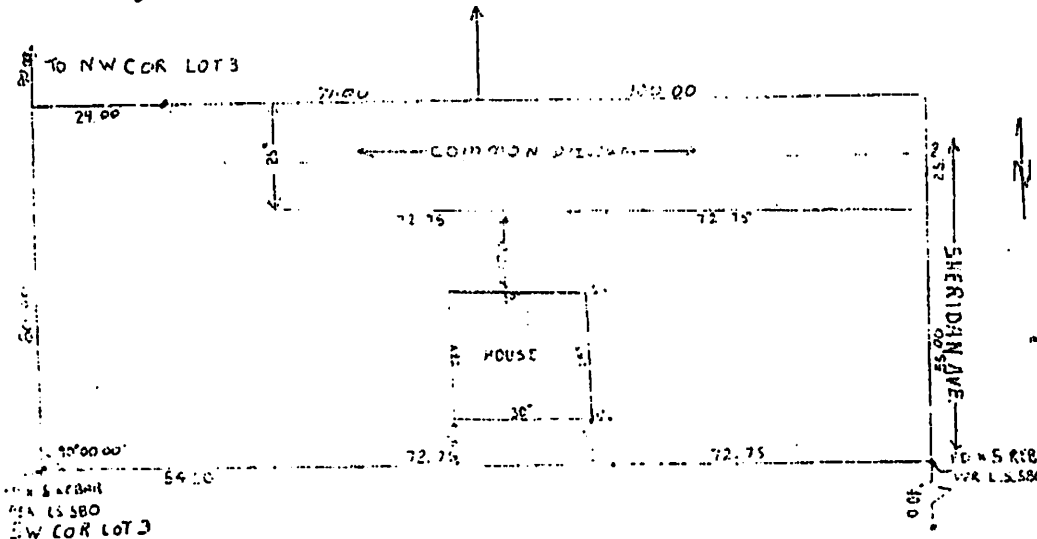
57

## Surveyor's Certificate

"EXHIBIT F"

1. RONALD W. PRESTHELD, a duly licensed

surveyor, hereby certify that I have personally examined and surveyed the parcel of land in the City of  
 Sheridan, State of Wyoming, and described as  
 follows: Portion of Lot 3, Block 20, Vale Avoca Place to the Town, now City of  
 follows: Sheridan, Sheridan County, Wyoming, being more particularly described  
 by metes and bounds as follows: Beginning at a point 95' North and 72.75' west of  
 the southeast corner of said Lot 3, thence West 72.75' to a point, thence N55'  
 to a point, thence E72.75' to a point, thence N55' to the point of beginning.  
 A 1/5 interest in the common driveway as described in Exhibit "A".



Street Number.....1224 Sheridan Ave....., this property being situated on  
the.....North.....side of said street.

This property is located 7.75 feet in westerly direction from  
Sheridan Avenue Street, this being the nearest intersecting street.

Dimensions..... See above drawing.....

I further certify as follows:

1. The building and garage situated upon the above-described property are wholly within the boundary lines of the above described property.
2. The driveway lies within the said boundary lines.
3. No side line of the building is less than 5.00 feet from any of the said boundary lines.
4. There are no encroachments upon the lot from any buildings located upon the adjoining lots.
5. The building line restrictions have not been violated.
6. The front wall of the building is 17.00 feet from the front lot line.

Signed and dated at \_\_\_\_\_ 4:00 p.m. \_\_\_\_\_ this \_\_\_\_\_ 19th \_\_\_\_\_  
day of \_\_\_\_\_ November \_\_\_\_\_ 19 79 \_\_\_\_\_

Rec'd. L.S. 2615