

RECORDED APRIL 15, 1983 BK 274 PG 268 NO. 868966 MARGARET LEWIS, COUNTY CLERK

ESTABLISHMENT OF COMMON WALL,

PARTY WALL AND COMMON ROOF

Terry Martin, and Gaylen Martin, herein called declarant(s),

recite and declare as follows:

1. That it, he, she or they is or are the owner(s) of a townhouse building located on the following tract of land, to-wit:

That portion of Lot 15, Block 2,  
Schubauer Subdivision of City

Plot No. 1, pg 229  
of Sheridan as recorded on Oct 1, 1978, Book of

2. That the townhouses have a common fire wall between them running in a westerly and easterly direction and, also, a common foundation and common roof covering said townhouses.

3. That the said foundation, party wall and said roof shall be owned in common ownership by the present owner(s) of each townhouse, and the subsequent successors and transferees of the declarant(s) as in hereinafter set forth.

4. That the declarant(s) declare the said foundation, wall and roof to be a common foundation, common party wall and a common roof owned by the declarant(s) equally, and does or do grant and convey to each other and to their successors and transferees in interest, such interest in said foundation, wall and roof as may be necessary to create such co-ownership.

5. That the owner(s) of each townhouse shall have the right to use the foundation, wall and roof jointly.

6. That should the common foundation, party wall and common roof at any time while in use by the owner(s) of the said townhouses be injured by any cause other than the act or omission of the owner(s) of either townhouse, the foundation, wall or roof, as the case may be, shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to such repair and restoration. Should the common foundation,

party wall or roof, as the case may be, be injured or destroyed by act or omission of either such owner(s), the said foundation, party wall or roof shall be repaired or rebuilt at that party's expense. If said party neglects or fails to commence to make such repairs or to rebuild said foundation, wall or roof within 30 days from the date of injury or destruction, then the other party may make said repairs or rebuild said foundation, wall or roof, all at the expense of the party whose act or omission caused the injury or destruction. Such costs and expenses, until paid, shall be a lien upon the townhouse of the party whose act or omission to act caused the injury to the foundation, wall or roof, or all.

7. The benefits and burdens of the provisions and covenants herein contained shall run with the land and the ownership of each townhouse (unless terminated by the written agreements by the then owners of said townhouses) and shall bind the declarant(s) and their respective heirs, legal representatives, assigns, transferees and successors in interest.

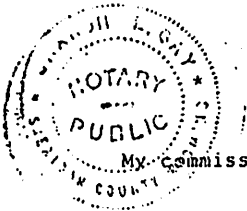
DATED this 12 day of April, 1983

Long Martin  
Harleen Martin  
Jay W. Martin  
Cindy A. Martin

STATE OF Wyoming )  
COUNTY OF Sheridan ) ss.

BEFORE ME, the undersigned, a Notary Public, in and  
for said County and State, on the 12th day of April,  
1983, personally appeared TERRY MARTIN GAYLEEN MARTIN, JAY W. RINEHART  
AND CINDY L. RINEHART  
to me known to be the identical persons described in and who  
executed the within and foregoing instrument of writing and  
acknowledged to me that they duly executed the same as  
there free and voluntary act and deed for the uses and  
purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my notarial seal the day and year last above written.



Sharon L. Gay  
Notary Public

My Commission expires: 3-20-84