

RECORDED APRIL 5, 1985 BK 292 PG 429 NO. 926743 MARGARET LEWIS, COUNTY CLERK

FIRST AMENDMENT to DECLARATION
of COVENANTS, CONDITIONS and RESTRICTIONS of
HILL POND SUBDIVISION

THIS DECLARATION, made this 5th day of April, 1985 by
Sentry Homes, Inc., a Wyoming corporation and Walberg Homes, Inc., a
Wyoming corporation, hereinafter referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of certain real property
situated in the City of Sheridan, Sheridan County, Wyoming and more
particularly described as follows:

Lots 2, 3, 4, 5, 6, 7, 8 and 9, Block 1, Hill
Pond Subdivision.

A subdivision in Sheridan County, Wyoming, as
recorded in Book 1 of Plats, page 305.

AND WHEREAS, the above described real property is presently
subject to a Declaration of Covenants, Conditions and Restrictions
which was dated September 10, 1980 and recorded December 12, 1980
in Book 253 of Deeds, pages 366 to 373.

AND WHEREAS, Article VI of said Covenants provides for
the amendment of said Covenants if seventy-five percent of the
owners representing seventy-five percent of the property agree
thereto.

AND WHEREAS, Sentry Homes, Inc., a Wyoming corporation and
Walberg Homes, Inc., a Wyoming corporation are the owners of all the
real property above-described and therefore meet the requirements set
forth in the Covenants as to the amendment thereof.

AND WHEREAS, the Declarants wish to sell the lots in such
a manner that multiple dwelling units which share a common wall may
be constructed upon each lot, with the common property line running
through the center of the area lying between the common wall.

AND WHEREAS, the dwelling units constructed upon the
above-described lots shall be referred to herein as "town homes".

AND WHEREAS, Declarants desires to convey the above-
described lots subject to the Covenants, Conditions and Restric-
tions previously recorded in Book 253 of Deeds, pages 366 to 373

and also subject to the additional covenants, conditions and restrictions contained herein.

NOW THEREFORE, Declarants hereby declare that all of the above-described lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and easements which are for the purpose of protecting the value and desirability of the above-described real property and which shall run with the above-described real property and which shall be binding upon and inure to the benefit of all parties having any right, title or interest in the above-described properties, or any part thereof, and their heirs, personal representatives, administrators, successors and assigns.

ARTICLE I

1. Article II, Paragraph 3 of the original Declaration of Covenants is hereby amended to delete the requirement for a five foot setback from the side lot line of the common lot line on those lots having town homes built upon them.

ARTICLE II

PARTY WALLS

1. The walls which are constructed as a commonpart of the above-described town homes dividing them into separate units constitutes the party wall. It is intended that the owner of each lot shall own his own town home unit to the center of the party wall separating his unit from the other. In addition each owner shall have a cross easement as to the remaining one-half portion of the party wall separating his unit from the other. Except as is otherwise provided hereinafter, the cost of reasonable repairs and maintenance of said party wall shall be the joint expense of the owners who make use of the party wall.

2. Notwithstanding any provisions of this Article to the contrary, the cost of repairs and maintenance of the finished surface of the party wall which is located within a town home

shall be the sole expense of the owner of that town home.

3. Notwithstanding any provisions of this Article to the contrary, if the party wall or any portion thereof is damaged or destroyed by any wilful or negligent act or omission or any default hereunder of the owner of one town home, such owner shall be responsible for any damage suffered by the other owner. Owners shall be responsible for all acts, omissions or defaults of the occupants of their particular lot which may affect the owner of the other lot.

4. Notwithstanding any provision of this Article to the contrary, an owner who by his negligent or wilful acts or omissions or any defaults hereunder causes the party wall or any portion thereof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Notwithstanding any provision of this Article to the contrary, an owner shall have the right to maintain and repair any utility installations located within the party wall, but in so doing, shall restore the party wall to its original condition at his cost.

6. It shall be the individual responsibility of each owner at his own expense, to provide, as he sees fit, homeowner's insurance for fire, liability, theft and other coverage to insure against loss for his particular town home and the contents thereof.

7. To the extent that damage to the party wall are covered by insurance, the full insurance proceeds shall be used and applied to repair, restore and replace said party wall. Any deficiency shall be the expense of the owners receiving the proceeds.

8. It is assumed by the Declarants that the party wall lies along the lot line separating said lots. Should said party wall jog away from said lot line, however, the owner whose town home encroaches upon the lot owned by the other shall have an easement as to such encroachment. Declarants do not warrant that the centerline of the party wall lies precisely on the dividing line

between the lots. All future purchasers of each lot accept the party wall "as is" and shall not hold Declarants liable for encroachments or discrepancies in the boundary line. Furthermore, Declarants shall not be responsible for changes in the zoning, subdivision, building or health laws or changes in interpretations thereof.

ARTICLE III

Cross Easement for Utilities

1. There is hereby created a blanket cross-easement upon, across, over and under the above described lots and the improvements situated thereon in favor of the owner of each lot, for ingress, egress, installation, replacing, repairing and maintaining all utilities, including; but not limited to, water, sewer, gas, telephone and electricity, television and for lateral and subjacent support of each unit. By virtue of this easement, it shall be expressly permissible for the companies providing utility services to erect and maintain necessary equipment on said lots and to affix and maintain pipes, wires, circuits and conduits on, above, across and under the roof and exterior walls of the town homes to serve either unit. Notwithstanding anything containing in this Declaration, any damages to the other owner pursuant to the exercise of this easement shall be repaired by the owner exercising the rights pursuant to this easement.

ARTICLE IV

Roofs, Gutters and Downspouts

1. With respect to each town home, each owner of a lot upon which a town home is erected shall bear the expenses of any repair or replacement of the roof which covers or is a part of his town home, even if it extends over the other owner's lot line.

2. With respect to each town home, each owner is granted an easement in the gutters and downspouts attached to the town home for the purpose of collecting and discharging the water accumulating in the gutters attached to the town home. Each owner shall keep in

in repair the gutters and downspouts attached to his town home.

3. Each owner is granted an easement over that part of the contiguous lot which is overhung by any part of the roof of the owner's town home.

ARTICLE V

An owner of each lot and town home erected thereon shall be responsible for the negligent or wilful acts and omissions of his occupants, family, residents, guests, agents, invitees, servants, and employees as well as defaults hereunder caused by said individuals. Said acts, omissions and defaults shall be deemed to be the acts, omissions and defaults of the owner of each lot and town home erected hereon.

IN WITNESS WHEREOF the undersigned, being the Declarants herein, has caused this document to be executed by its officers this 5th day of April, 1985.

SENTRY HOMES, INC.



CORPORATE SEAL

By: Sty H. Everitt
Stanley K. Everitt, President

Sara A. Everitt
Sara A. Everitt, Ass't. Secretary

State of Wyoming)
) ss
 County of Sheridan)

On this 5th day of April, 1985, before me personally appeared Stanley K. Everitt to me personally known, who being by me duly sworn, did say that he is the President of SENTRY HOMES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Stanley K. Everitt acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 5th day of April, 1985.



Carolyn A. Preator
 Notary Public

My Commission Expires: July 25, 1987



WALBERG HOMES, INC.

By: Glenn W. Walberg, Jr.
 Glenn W. Walberg, Jr.

CORPORATE SEAL

Jerrylyn Rae Foslien
 Jerrylyn Rae Foslien, Ass't. Secretary

State of Wyoming)
) ss
 County of Sheridan)

On this 4th day of April, 1985, before me personally appeared Glenn W. Walberg, Jr. to me personally known, who being by me duly sworn, did say that he is the President of WALBERG HOMES, INC. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Glenn W. Walberg, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 4th day of April, 1985.



H. J. Arriero
 Notary Public

My Commission Expires: Oct 4, 1988