

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION is made this day by RAYMOND TESCH and MARION E. TESCH, husband and wife, hereafter referred to as "Declarant".

The Declarant is the owner of all of the following described land, to-wit:

Parcel "A"

That portion of Lots 21, 22 and 23 of Block 17, Amended Plat of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 of Coffeen's Second Addition, more particularly described as follows:

Beginning at the southwest corner of said Block 17; thence N 0° 08' 03" E 22.76 feet along the west line of said Block 17 to a point; thence East parallel to the south line of said Block 17, 80.00 feet to a point, said line being the dividing line of a party wall between two townhouses; thence S 0° 08' 03" W 5.00 feet to a point; thence East parallel to the south line of said Block 17, 60.00 feet to the west line of and alley; thence S 0° 08' 03" W 17.76 feet along said west alley line to the southeast corner of Lot 21 of said Block 17; thence West 140 feet along the south line of Block 17 to the point of beginning.

Parcel "B"

That portion of Lots 21, 22 and 23 of Block 17, Amended Plat of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 of Coffeen's Second Addition, more particularly described as follows:

Beginning at a point 38.76 feet and N 0° 08' 03" E from the southwest corner of Block 17, said point being on the west line of said Block 17; thence East parallel to the south line of said Block 17, 140 feet to the west line of an alley, said line being the dividing line between two townhouses; thence S 0° 08' 03" W 21.00 feet along the west line of said alley to a point; thence West 60.00 feet parallel to the south line of said Block 17 to a point; thence N 0° 08' 03" E 5.00 feet to a point; thence West 80.00 feet parallel to the south line of said Block 17, said line being the dividing line of a party wall between two townhouses; thence N 0° 08' 03" E 16.00 feet along the west line of Block 17 to the point of beginning.

Parcel "C"

That portion of Lots 21, 22 and 23 of Block 17 Amended Plat of Blocks 2, 3, 5, 6, 9, 10, 13, 14, 17 and 18 of Coffeen's Second Addition, more particularly described as follows:

Beginning at a point on the west line of Block 17, which lies N 0° 08' 03" E, 59.76 feet from the southwest corner of said Block 17; thence East 140.00 feet parallel to the south line of Block 17 to the west line of an alley; thence S 0° 08' 03" W 21.00 feet

along the west line of said alley to a point; thence West 140.00 feet parallel to the south line of said Block 17, said line being the dividing line of a party wall between two townhouses; thence N 0° 08' 03" E 21.00 feet along the west line of Block 17 to the point of beginning.

The Declarant intends to sell all of the lots of land set out above.

All of said lots shall be held, transferred, sold, conveyed, or contracted to be conveyed by Declarant, subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, restrictions, servitudes, and covenants (hereafter referred to as covenants). Each and every covenant is for the benefit of the said lots 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 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 lots.

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

A. PARTY WALLS

1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties 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 Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, in proportion to such use.

3. 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, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to

the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

6. Arbitration: In the event of any dispute arising concerning a party wall, 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.

B. FENCES: If fences are built upon the lots, either in the front yard or rear yard they shall be constructed in such a manner as to harmonize with the existing building. The materials and design shall be approved by two-thirds (2/3 rds) of the lot owners and shall be binding upon all lot owners. The construction, maintenance and repair of the fence shall be the responsibility of the owner of the lot upon which the fence is located.

C. PAINTING OF BUILDING: The Declarants shall paint the exterior of the building during the initial construction phase.

1. The owners of the lots occupied by the building shall be responsible for the maintenance and repair of the exterior of the building occupying their respective lot.

2. The color of the building shall at all times remain uniform.

3. Any repainting of the building shall be with the consent and agreement of two-thirds (2/3 rds) of the owners of the lots. The cost of same shall be the responsibility of all lot owners shared equally.

D. COMMON ROOF: Any repair or replacement of the common roof of the building shall be with the consent and agreement of two-thirds (2/3 rds) of the owners of the lots. The cost of same shall be the responsibility of all lot owners shared equally.

E. COMMON GARAGES: If garages are built upon the lots they shall be constructed in such a manner as to harmonize with the existing building and shall share party walls. The construction of such common garage shall be with the consent and agreement of all lot owners.

F. OUTBUILDINGS: If outbuildings are constructed upon the lots they shall be constructed in such a manner as to harmonize with the existing building. In no case shall an outbuilding be constructed upon the front of any lot.

G. AMENDMENT: Once two-thirds (2/3 rds) of the original lots have been sold and conveyed by Declarants, these covenants may be amended or altered upon the approval of the owners of two-thirds (2/3 rds) of the original lots.

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 two-thirds (2/3 rds) of the then owners of the 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 of any lot may bring a suit against the person or persons violating or attempting to violate the covenants in order to prevent them from violating or attempting to violate the covenants 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.

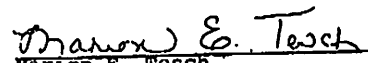
3. Anything in these covenants to the contrary notwithstanding, the Declarant may, during the period of construction and sale of the building on the property erect such facilities as in its sole discretion may be reasonably required, convenient, or incidental to the development of the properties, including 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 Declarant, signs and billboards, or construction or maintenance of buildings by Declarant, its agents, successors or assigns during the period of construction and sale of lots by Declarant.

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 18 day of May, 1981.

DECLARANTS:


Raymond Tesch

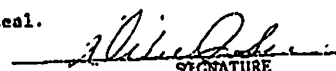

Marion E. Tesch

State of Wyoming) ss.
County of Sheridan)

The foregoing instrument was acknowledged before me by RAYMOND TESCH and MARION E. TESCH, this 19th day of May, 1981.

Witness my hand and official seal.




SIGNATURE
Notary Public

My Commission Expires: June 25, 1983 573