

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.

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

Voting, Majority of Owners, Quorum, Proxies

III.

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.

Purpose

II.

Association.

The name of the association of owners shall be Lot A

Name

I.

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:

Association

B.

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

shall have the powers and duties necessary for the administra-

Section 2: Powers and Duties. The Board of Directors of those appointees.

affairs shall be governed by a Board of Directors composed

by the Owner or Owners of each lot. The Association's lot shall be represented by a director, who shall be appointed

Section 1: Number and Qualification. Each adjoining

Board of Directors

V.

- (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.

all Association meetings shall be as follows:

Section 7: Order of Business. The order of business at hours from the time the original meeting was called.

ourn the meeting to a time not less than forty-eight (48)

Owners who are present either in person or by proxy, may ad-

cannot be organized because a quorum is not attended, the

Section 6: Adjourned Meeting. If any meeting of Owners

be considered notice served.

mailing of notice in the manner provided in this section shall

not more than twenty (20), days prior to such meeting. The

place of the meeting, to each Owner, at least five (5), but

meeting, stating the purpose thereof as well as the time and

of the Secretary to mail the notice of each annual or special

Section 5: Notice of Meetings. It shall be the duty

in person or by proxy.

a consent of three-fifths (3/5) of the Owners present, either

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.

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

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

Officers

VI.

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

present at any meeting of the board, no notice shall be required
 of the time and place thereof. If all of the directors are
 any meeting of the Board shall be a waiver of notice by him
 to the giving of such notice. Attendance by the director at
 notice of such meeting and waiver shall be deemed equivalent
 of the Board of Directors, any director may, in writing, waive
 Section 8: Waiver of Notice. Before or at any meeting
 of at least five (5) directors.

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

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 incident 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 10th 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

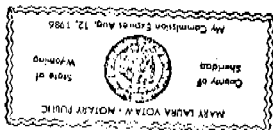
Larry L. Lidahl
Larry L. Lidahl
Karen D. Lidahl
Karen D. Lidahl

Owner of the Real Property described
on Exhibit "D"

Ronald D. Spriggs
Ronald D. Spriggs

My Commission expires:

Aug 12, 1986



Notary Public

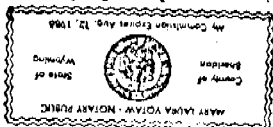
Mary Anna Ullrich

WITNESS my hand and official seal.

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".

My Commission expires:

Aug 12, 1986



Notary Public

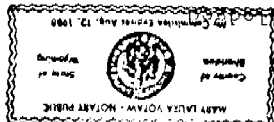
Mary Anna Ullrich

WITNESS my hand and official seal.

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

My Commission expires:

Aug 12, 1986



Notary Public

Mary Anna Ullrich

WITNESS My hand and official seal.

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".

STATE OF WYOMING)
: ss.)
County of Sheridan)

Bette Jayne Kleinman

James F. G. Bowby, Jr.

Owners for the Real Property described on Exhibit "F"

Carol R. McCarty

Duane M. McCarty

Duane M. McCarty

Owners for the Real Property described on Exhibit "E"

512

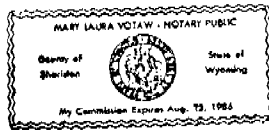
The above and foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 1983, by DUANE M. MCCARTY and CAROL R. MCCARTY, Owners of the real property described on Exhibit "E".

WITNESS my hand and official seal.

Mary Laura Votaw
Notary Public

My Commission expires:

Aug 12, 1986



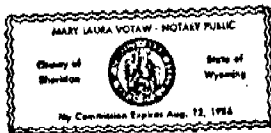
The above and foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 1983, by JAMES F. G. BOWLEY, JR. and BETTE JAYNE KLEINMAN, Owners of the real property described on Exhibit "F".

WITNESS my hand and official seal.

Mary Laura Votaw
Notary Public

My Commission expires:

Aug 12, 1986



LEGAL DESCRIPTION FOR COMMON DRIVEWAY

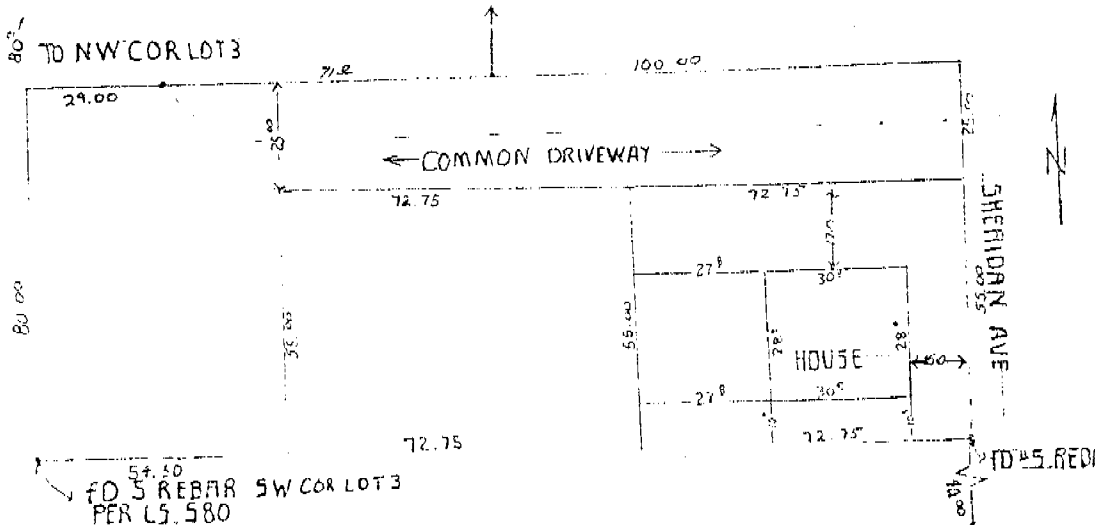
Portion of Lot 3, Block 20, Vale Avenue adjacent to the Town, now
 City of Sheridan, Sheridan County, Wyoming, being more particu-
 larly described by notes and bounds as follows:

Beginning at a point 95.001 North of the northeast corner of said
 Lot 3; Thence West 145.50 feet; Thence N 45-40-33 W a distance of
 35.71 feet; Thence East a distance of 171 feet; Thence South
 25 feet to the point of beginning.

514
Surveyor's Certificate

"EXHIBIT B"

I, 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
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 79

Ronald W. Prestheld
R. W. Prestheld
Wyo. L. 2615

Surveyor's Certificate

"EXHIBIT C"

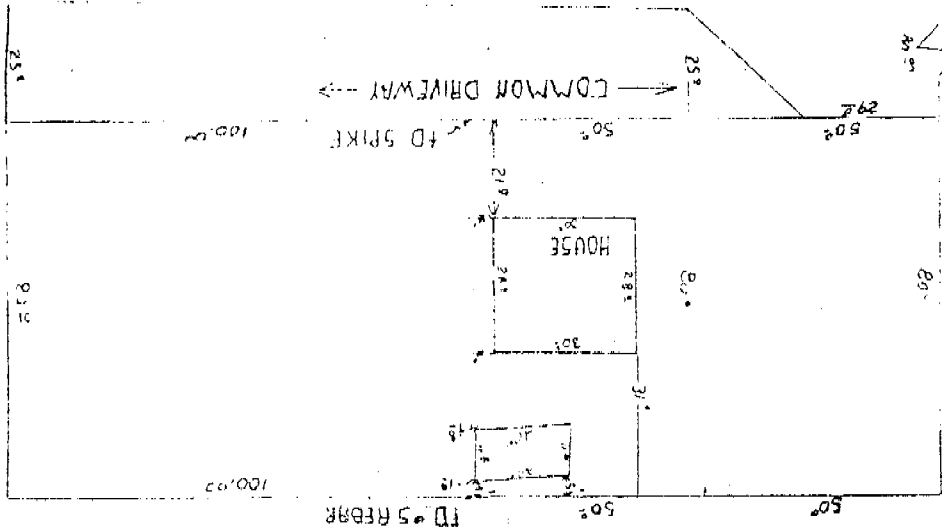
RONALD W. PRISTILLIN

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 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 100' North and 100' West
of the Southeast corner of said Lot 3, thence N80° to a point, thence W50° 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".



Street Number 1700, Sheridan Ave., this property being situated on
FD #5 REBAR 5W COR LOT 3

This property is located 100.00 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 10.00 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 21.00 feet from the front lot line.

Signed and dated at this 4:00 p.m.

19th

November

19

day of

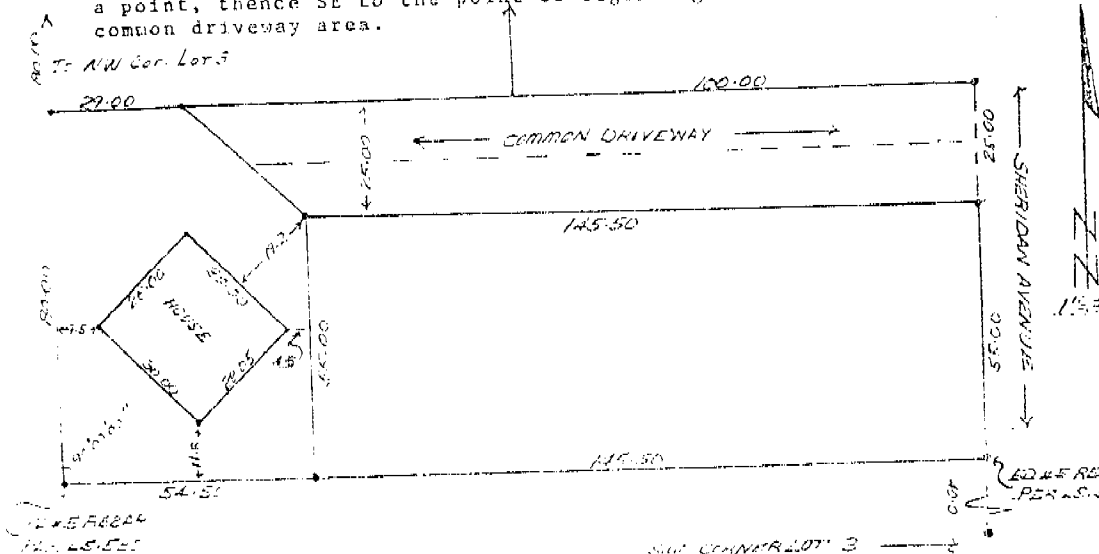
5/15

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 86' 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"

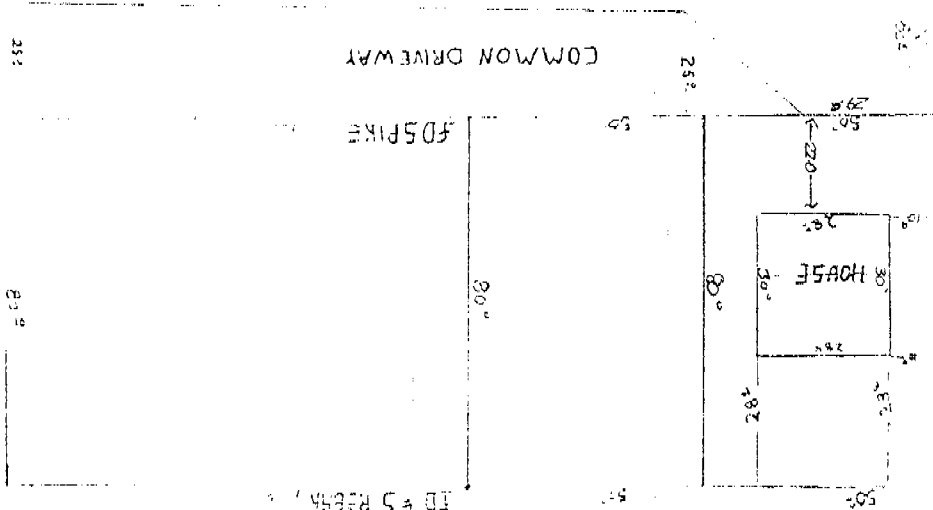
I, RONALD W. PRUSTEADT, a duly licensed surveyor, hereby certify that I have personally examined and surveyed the parcel of land in the City of

Sheridan

State of Wyoming

and described as

Portion of Lot 3, Block 20, Vale Avoca Place to its Town, now City of follows: 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.W. Corner of said Lot 3, thence N80° to a point, thence W50° to a point, thence S80° to a point, thence E50° to the point of beginning. A 1/8 interest in a common driveway as described in Exhibit "A".



5 W 50' R Lot 3 Street Number 1212 Sheridan Ave. this property being situated on 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.

See above drawing Dimensions.

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.

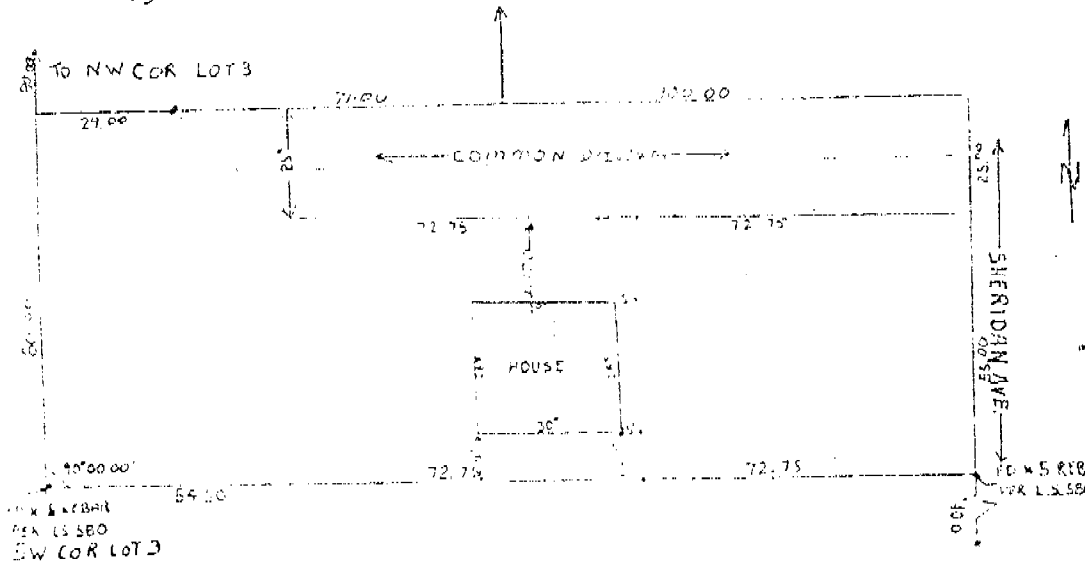
Signed and dated at 4:00 P.M. this 16th

day of July 1980

518
Surveyor's Certificate

"EXHIBIT F"

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' North and 72.75' West of
the southeast Corner of said Lot 3, thence West 72.75' to a point, thence S55'
to a point, thence E72.75' 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 72.75 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

Ronald W. Prestfeldt
Wyo. L.S. 2615