

RECORDED MAY 8, 1985 BK 293 PG 256 NO. 929596 MARGARET LEWIS, COUNTY CLERK
DECLARATION OF PARTY WALL AND
EASEMENT AGREEMENT FOR SMITH STREET TOWNHOUSES

This Declaration is made by the Owners of the Smith Street Townhouses.

"Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is part of Lots 1 through 4 inclusive, of the Smith Street Addition, a resubdivision of Lots 1, 2 and 3 of Lot H of Thurmonds Third Addition to the Town of Sheridan, now City of Sheridan, Sheridan County, Wyoming.

ARTICLE I

PARTY WALLS

1. Mutual reciprocal easements are hereby established, declared and granted for all party walls between improvements constructed or to be constructed on the lots, which reciprocal easements shall be for mutual support and shall be governed by this declaration. Every deed, whether or not expressly so stating, shall be deemed to convey and to be subject to such reciprocal easements.

2. Each wall which is built as a part of the original construction of the townhouses upon the Properties and placed on the dividing line between the lots shall constitute a party wall.

3. If a party wall is damaged or destroyed by the fault, negligence, or other act or omission of an owner or the occupant of that owner's lot, such owner (hereafter referred to as the "defaulting owner") shall rebuild or repair the wall at his sole expense and shall compensate the other owners who use the wall for all damages. If such owner fails to rebuild or repair the wall, the other owners who use the wall may restore the wall and recover the entire costs of the restoration from the defaulting owner.

4. If a party wall is damaged or destroyed by any cause other than the fault, negligence or other act or omission of an owner or the occupant of that owner's lot, the wall shall be repaired or rebuilt at the joint expense of the owners who used the damaged or destroyed wall. Any owner who uses the wall may restore it. All owners who use the wall shall contribute equally to the reasonable costs of such repair or rebuilding.

5. 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 costs of furnishing the necessary protection against such elements.

6. 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.

7. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the dispute shall be resolved by arbitration under the Wyoming Uniform Arbitration Act. Each party shall choose one arbitrator, and the decision resolving the dispute shall be by a majority of all the arbitrators. The cost of any such arbitration shall be borne equally by the parties thereto. No legal action with respect to a party wall dispute shall be commenced or maintained unless and until the provisions pertaining to arbitration have been met. The appointment of arbitrators hereunder shall be made within twenty days after notice by one party to the other party that a dispute exists.

ARTICLE II

EASEMENTS

1. The property and all portions thereof, shall be subject to an easement for encroachments created by construction, settling, and overhangs as designed or constructed by the Owner. A valid easement for said encroachments and for the maintenance thereof shall exist.

DATED this 30th day of April, 1985.

PLEASANT VALLEY ASSOCIATES,
a partnership

Raymond Muller
RAYMOND MULLER

Keith Gray
John B. Smith
John M. King Jr.
George A. Galida

STATE OF WYOMING)
)SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Pleasant Valley Associates, a partnership consisting of Joel M. Stevenson, Jr., George C. Galida, Dennis J. sharp and John L. Pieske, this 6 day of May, 1985.

WITNESS my hand and official seal.



Robert E. Shree
Notary Public

My commission expires: Sept 17 1988

STATE OF WYOMING)
)SS.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Raymond Muller, a single man, this 30th day of April, 1985.

WITNESS my hand and official seal.



William Spidle
Notary Public

My commission expires: March 24, 1986