

DECLARATION OF COVENANTS R122560
CONDITIONS AND RESTRICTIONS OF
ASPEN GROVE TOWNHOMES ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by Aspen Grove Townhomes Association hereinafter referred to as "Declarant" and consented to by the various parties who have an interest in the Property affected hereby, the names and signatures of whom are set forth at the end of this document.

WITNESSETH:

WHEREAS, Declarant are owners of certain property in the City of Evanston, County of Uinta, State of Wyoming; Which is more particularly described as:

All that certain real property described in "Exhibit A"
attached hereto and by this reference made a part hereof

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions. Covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Aspen Grove Townhomes Association, a Wyoming non-profit corporation, its successors and Assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a free simple title to any Lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of obligation.

Section 3. "Properties" shall mean and refer to that certain real property described on Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration as amended.

Section 4. "Common Area" shall man all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

911

Entry No. <u>122560</u> Book <u>831</u>	
Recorded <u>10-29-04</u> at <u>10:35</u> m	Page <u>911</u>
Fee <u>53</u> LYNNE D. FOX, UINTA COUNTY CLERK	
By <u>[Signature]</u>	
Indexed ☐	Abstract ☐ Recorded ☐

All that certain real property described in "Exhibit B" attached hereto and by this reference made a part hereof

Section 5. "Limited Common Areas" shall mean and refer to (i) the patio decks, which are assigned to lots and indicated on the Plat and (ii) automobile parking spaces assigned to members.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common area.

Section 7. "Declarant" shall mean and refer to AGTHA. It's successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Member" shall mean and refer to each person belonging to the Association: a Member will also be an Owner of a Lot which is subject to assessment by the Association.

Section 9. "Plat" shall mean the subdivision plat map for Aspen Grove Townhomes Association which is being recorded contemporaneously herewith.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREA

Section 1. Easement Concerning Common Area. Each Member shall have a right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separate therefrom. Any member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Member's Lot.

Section 2. Exclusive Easement Concerning Limited Common Area. Each member shall have an exclusive right and easement of use and enjoyment in and to (i) the patio deck assigned to such member's lot as indicated on the Plat and (ii) automobile parking spaces as designated by property title. Such exclusive right and easement shall be appurtenant to and shall pass with title to the Lot with which it is associated and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser or other person who resides on such Member's Lot.

Section 3. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Lot shall describe the interest or estate involved substantially as follows:

Lot No. contained within Aspen Grove Townhomes, as the same is identified in the plat recorded in Book 442 at Page 510: TOGETHER WITH: (i) a right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions; and (ii) an exclusive right and easement of use and enjoyment in and to the Limited Common Area association with the aforesaid Lot, as provided for in said Declaration of Covenant, Conditions and Restrictions.

Whether or not the description in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall insure to the benefit of any party who acquires any interest in a Lot.

Section 4. Transfer of Title. Declarant agrees that it shall convey to the Association title to the Common Area free and clear of all liens (other than the lien of current general taxes and the lien of any assessments), charges or taxes imposed by governmental or quasi-governmental authorities, pro-rated from the date of said conveyance to the Association.

Section 5. Limitation of Easement. A Member's right and easement of use and enjoyment concerning the Common Areas shall be subject to the terms and provisions of this Declaration and the following:

- (a) The exclusive right and easement of use and enjoyment concerning Limited Common Areas which appertains to individual Members and Lots.
- (b) The right of the Association to suspend a Member's right to the use of any recreational facilities (other than such Member's Limited Common Area) including in the Common Area for any period during which an assessment on such Member's Lot remains unpaid and for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association.
- (c) The right of an Association to impose reasonable limitation on the number of guests per Member who at any given time are permitted to use the Common Area.
- (d) The right of the City of Evanston, The County of Uinta, and any other governmental or quasi-governmental body having jurisdiction over the Property to access the right of ingress and egress over and across any street, parking area, walkway or open area contained with the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service; and

(e) The right of the Association to dedicate or transfer any part of the Common Area (other than Limited Common Areas) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to in writing by two-thirds (2/3) of each membership.

Section 6. Encroachments. If any portion of the general common elements encroaches upon the Lot or Lots, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion of a Living Unit encroaches upon the general common elements, or upon an adjoining Lot or Lots. A valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the Lots for purposes of marketability of title.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessment. The Declarant, for each Lot owned with the Properties hereby covenants, and each Owner of any Lot by Acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Monthly assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs and reasonable attorney's fees, shall be charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the exteriors of the Living Units situated upon the Lots.

Section 3. Monthly Assessment. The Monthly assessment shall be Eighty dollars (\$80.00) per Lot.

(a) Beginning January 1, 2003 the monthly assessment may be increased by a majority vote of the Board of Directors for an amount up to an additional Ten (\$10.00) per month for the balance of any calendar year. Any increase shall become effective on the first day of the following month that notice of such increase is mailed to each Lot owner.

(b) Any increase approved by the Board of Directors in excess of the limit permitted in (a) Above must be ratified by a vote of all the members of the Townhomes Association. Any approval must have the approval of Sixty percent (60%) of the property owners.

(c) The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an indent to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital improvements. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction repair or replacement of a capitol improvement upon the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Actions by the Members relative to Sections 3 and 4 of this Article must be assented to by two-thirds (2/3) of the votes of Members who are voting in person or by proxy.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all developed Lots and will be collected on a monthly basis.

Section 7. Date of Commencement of Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the Common Area to the Association. At least fifteen

(15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in amount of the assessment, the Association shall give each Owner written notice of the amount and first due date of the assessment concerned. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and /or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded first mortgage or recorded first deed of trust, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such assessments shall be superior to any homestead exemption as now or hereafter may be provided by Wyoming law and the acceptance of a deed to land subject to this Declaration of Covenants, Conditions and Restrictions shall constitute a waiver of the homestead exemption as against the said assessment lien. Sale or transfer of any lot shall not affect the assessment lien. However the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veteran Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. The term "Administration of Veterans Affairs" shall be also deemed to include the U.S. Department of Housing and Urban Development and the Federal Housing Administration.

ARTICLE V

INSURANCE AND OPERATION

Section 1. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or

Damage by fire for the full insurance replacement cost thereof, and may obtain insurance again such other hazards and casualties, as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was earned. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board Directors, may elect to obtain and continue in effect, on behalf of all the Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessment of the Owners, as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to, The Association as Trustee for the Owners.

Section 2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Owners to cover the additional proceeds, in addition to any other annual or special assessment made against such Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Units on the Lots in the properties, the Association shall repair or replace the same from the insurance proceeds available. The Association shall not be liable for uninsured losses or for losses beyond the limits or insurance policies maintained in compliance with this Article.

Section 3. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which should be insured.

Section 4. Liability Insurance. The Association shall secure and at all times maintain a policy or policies insuring the Owners, the Association, and its directors, officers, agents,

and employees against any liability incident to the ownership, use or operation of the Common Area which may arise among themselves, to the public, and to any invitees or tenants of the Property or of the Owners. Limits of liability under such insurance shall be not less than a single limit of \$ 1,000,000. Such policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

Section 5. Additional Insurance Provisions. The following additional provisions shall apply with respect to insurance:

- (a) In addition to the insurance described above, the Association shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with developments similar to the Property in construction, nature, and use.
- (b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.
- (c) The Association shall have the authority to adjust losses.
- (d) Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgagees.
- (e) Each policy of insurance obtained by the Association shall, if reasonably possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, the Owners and their respective directors, officers, agents, employees, invitees, and tenants: that it cannot be canceled, suspended, or invalidated due to the conduct of any particular Owner or Owners; that it cannot be canceled, suspended, or invalidated due to the conduct of the Association or of any director, officer, agent, or employee of the Association without a prior written demand that the defect be cured: that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

Section 6. Manager. The Association may carry out through a Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Property for the benefit of the Association and the Owners, and shall, to the extent permitted by law and the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. It is anticipated that the Association and the Declarant will enter into a Management Agreement on a month-to-month basis to begin on or about the date

this Declaration is filed for record. Any such contract for management shall be cancelable upon thirty (30) days written notice, with or without cause, by either the Association or Property Manager.

ARTICLE VI

USE RESTRICTIONS

Section 1. Use of Common Area. The Common Area shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Units. No generating arrangement of any type shall be employed or entered into by the Association with respect to any portion of the Common Area.

Section 2. Use of Lots, Living Units~ Limited Common Areas. All Lots are intended to be improved with Living Units and are restricted to such use. Each Living Unit shall be used only as a single-family residence. Each Limited Common Area Patio and Limited Common Area Deck shall be used only by the Owner of the appurtenant Lot and Living Unit. Each Limited Common Area Parking Space shall be used only for parking by the Owner of the appurtenant Lot and Living Unit. No Lot, Living Unit, or Limited Common Area shall be used, occupied or altered in violation of law, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any insurance covering the Common Areas or any of the Lots.

Section 3. Pets. No animals other than household pets shall be kept or allowed on any Lot, in any Living unit, or within any part of the Common Area. If a household pet is kept on any Lot or in any Living Unit, those premises must be maintained so as to be inoffensive to neighboring Living Units. If the Lot and/or Living Unit is not maintained properly, the Townhomes Association through its Board of Directors are authorized to (a) have the premises cleaned up at the owners expense and/or (b) have the pet removed. **Whenever a pet is allowed to leave a Lot it should be kept on a leash or in a cage.**

Section 4. Storage. No boat, trailer, motor home, mobile home, camper (except a camper mounted on a pickup truck) off-road or all-terrain vehicle or other recreational vehicle or any non-functioning or derelict vehicle may be stored, kept or parked overnight in the Common Area or Limited Common Area. There shall be no obstruction on the Common Areas. Nothing shall be stored in the Common Areas without the prior written consent of the Board of Directors of the Association, this concludes non-licensed vehicles.

Section 5. Rentals. It is intended that the Properties and improvements thereto be first-class residential development occupied in the main by Owners.

Section 6. Patios and Decks. The Members' exercise of their right and easement of use and enjoyment of the Limited Common Areas appurtenant to a Lot shall be conducted so as to enhance the character of the development as a first class residential development.

Accordingly, patios and decks shall be kept clean and free of refuse and garbage (except in enclosed trash containers held the regular pickup or patios), plants, vines and flowers shall be kept within the confines of the patio or deck and shall not obscure the view out of neighboring Living Units and shall not exceed the height of the fence enclosing the patio. A deck shall not be used for storage. Items stored on patio shall be enclosed by the fence surrounding the patio and shall not exceed the height of the fence.

Section 7. Signs. An Owner may post a "For Sale" sign of not to exceed 10" x 12" in subdued colors in a window of his/her Living Unit and such other place (s) as the Board of Directors of the Association may determine by rule. No other signs or advertising promotional, except directional or identifying signs for the development may be erected, posted or hung. This provision shall not prohibit Declarant from erecting, posting or hanging tasteful sales, advertising and promotional signs, banners and other matter so long as Declarant holds Lot (s) or Living Unit (s) for sale or development.

Section 8. No Business. No commercial business shall be permitted in the Properties.

Section 10. Alterations to Common Areas: Waste. Nothing shall be altered or constructed in or removed from the Common Areas except upon the prior written consent of the Board of Directors. No waste shall be committed on or to the Common Areas or to the Living Units.

Section 11. Enforcement. The Board of Directors of the Association is authorized to adopt rules for the use of the Common Areas (including the Limited Common Areas) and prescribe penalties (subject to the provisions hereof) for the violation thereof, and shall furnish such rules in writing to the Owners who shall be bound thereby.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall, awning or other structure shall be commenced, erected or maintained upon the Properties no shall any exterior painting, exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location or the same shall have been submitted to the approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it. Approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

PARTY WALLS

Section 1. General Rule 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 rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 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. No change to the exterior or structural elements of the wall may be made without the written consent of the other parties having an interest.

Section 3. Destruction by Fire of 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.

Section 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.

Section 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.

Section 6. Arbitration. In the event of any dispute arising concerning the 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.

ARTICLE IX

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows:
Paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and changes now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. After which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of Lot Owners; and (b) Additional land within the area described in Exhibit "C" which is attached by the Declarant without the consent of members within five (5) years of the date this instrument is recorded provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his/her hand and seal this 20 day of September ~~2003~~ 2004

"DECLARANT": ASPEN GROVE TOWNHOMES ASSOCIATION

By William C. Stonebraker
President of AGTHA

On this 20 day of September 2004 personally appeared before me the President of the Aspen Grove Townhomes Association who being by me duly sworn, did say that he/she executed the foregoing Declaration of Covenants, Conditions and Restrictions of Aspen Grove Townhomes Association.

My Commission expires: 5-18-2007 Notary Public Linda Liechty

Residing at 125 CITY VIEW DR, EVANSTON WY 82930

William C. Stonebraker
WILLIAM STONEBRAKER
Paul F. Skyles
PAUL SKYLES

Donald H. Cummins
DONALD CUMMINS

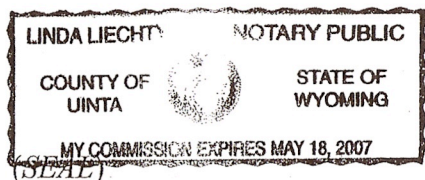
Tyrell Allardyce
TYRELL ALLARDYCE
Susan King
SUSAN KING
Gregory Ratterman
GREGORY RATTERMAN



STATE OF WYOMING)
)ss
COUNTY OF UINTA)

The attached foregoing instrument titled: DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE ASPEN GROVE TOWNHOMES ASSOCIATION was acknowledged before me on this 21 day of **SEPTEMBER**, **2004** by the Aspen Groves Townhomes Association Board of Directors as follows: William E. Stonebraker, President; Susan King, Treasurer; and Directors Donald H. Cummins, Paul F. Skyles, Tyrell Allardyce, and Gregory J. Ratterman, all of whom are personally known to me.

Witness my hand and official seal:



Linda Liechty

Notary Public, Linda Liechty

My Commission Expires: 5-18-2007

EXHIBIT "A"

COMMENCING at the Northwest corner of Section 27, Township 15 North, Range 120 West, 6th P.M., Uinta County, Wyoming; thence S56°33'11"E 3039.07 feet to a point on the south boundary line of Cedar Crest Townhomes and the north right-of-way line of Aspen Groves Drive East, said point being the True Point of Beginning; thence N24°10'23"W, 224.00 feet; thence N65°49'37"E, 30.00 feet; thence S60°31'10"E, 48.00 feet; thence N29°28'50"E, 193.00 feet; thence S60°31'10"E, 40.00 feet; thence N85°21'50"E, 97.95 feet; thence S4°46'58"E, 27.00 feet; thence S12°30'30"W, 81.02 feet; thence S45°05'46"W, 133.55 feet; thence S20°35'38"W, 31.67 feet; thence S22°44'36"E 37.59 feet; thence S38°41'26"E, 26.70 feet; thence S60°58'42"W, 131.57 feet to the True Point of BEGINNING. Parcel contains 1.19 acres

EXHIBIT "B"

Real Property located within the N 1/2 of Section 27, T 15 N, R 120 W, of the 6th P.M., Uinta County, Wyoming, and is more particularly described as follows:

COMMENCING at the NW corner of said Section 27, running thence S88°30'38"E, 1815.56 feet along north line of said Section 27; thence S1°29'22"W, 789.60 feet to the true point of beginning, thence N44°40'46"E, 49.44 feet; thence N20°18'06"E, 82.24 feet; thence N62°30'54"E, 77.53 feet; thence N71°44'47"E, 90.67 feet; thence N64°19'29"E, 147.12 feet; thence N88°15'21"E, 44.41 feet; thence S59°33'06"E, 40.14 feet; thence S29°31'19"E, 401.77 feet; thence S43°41'27"E, 82.58 feet; thence S59°05'30"E, 106.99 feet; thence S49°09'32"E, 172.77 feet; thence S30°25'11"E, 47.16 feet; thence S11°46'50"E, 59.84 feet; thence S4°46'58"E, 61.06 feet; thence S12°30'30"W, 81.02 feet; thence S45°05'46"W, 133.55 feet; thence S20°35'38"W, 31.67 feet; thence S22°44'36"E, 37.59 feet; thence S38°41'26"E, 26.70 feet; thence S60°58'42"W, 465.77 feet; thence N24°10'23"W, 1096.80 feet to the true point of BEGINNING.

LESS AND EXCEPTING THE FOLLOWING TRACT:

COMMENCING at the Northwest corner of Section 27, Township 15 North, Range 120 West, 6th P.M., Uinta County, Wyoming; thence S56°33'11"E 3039.07 feet to a point on the south boundary line of Cedar Crest Townhomes and the north right-of-way line of Aspen Groves Drive East, said point being the True Point of Beginning; thence N24°10'23"W, 224.00 feet; thence N65°49'37"E, 30.00 feet; thence S60°31'10"E, 48.00 feet; thence N29°28'50"E, 193.00 feet; thence S60°31'10"E, 40.00 feet; thence N85°21'50"E, 97.95 feet; thence S4°46'58"E, 27.00 feet; thence S12°30'30"W, 81.02 feet; thence S45°05'46"W, 133.55 feet; thence S20°35'38"W, 31.67 feet; thence S22°44'36"E 37.59 feet; thence S38°41'26"E, 26.70 feet; thence S60°58'42"W, 131.57 feet to the True Point of BEGINNING. Parcel contains 1.19 acres

EXHIBIT C

Real property located within the N1/2 of Section 27, T 15 N, R 120 W, of the 6th P.M., Uinta County, Wyoming, and is more particularly described as follows:

COMMENCING at the NW corner of said Section 27, running thence S65°00'21"E, 1979.83 feet to the true point of beginning, thence N44°40'46"E, 49.44 feet; thence, N20°18'06"E, 82.24 feet; thence N62°30'54"E, 77.53 feet; thence N71°44'47"E, 90.67 feet; thence N64°19'29"E, 147.12 feet; thence N88°15'21"E, 44.41 feet; thence S59°33'06"E, 40.14 feet; thence S29°31'19"E, 401.77 feet; thence S43°41'27"E, 82.58 feet; thence S59°05'30"E, 106.99 feet; thence S49°09'32"E, 172.77 feet; thence S30°25'11"E, 47.16 feet; thence S11°46'50"E, 59.84 feet; thence S4°46'58"E, 61.06 feet; thence S12°30'30"W, 81.02 feet; thence S45°05'46"W, 133.55 feet; thence S20°35'38"W, 31.67 feet; thence S22°44'36"E, 37.59 feet; thence S38°41'26"E, 26.70 feet; thence S60°58'42"W, 465.77 feet; thence N24°10'23"W, 1096.80 feet to the true point of BEGINNING. Said parcel of land containing 14.639 acres, more or less. Basis of bearing: Northwest corner of said section 27 to 1/4 corner of said Section 27, S88°30'38"E.

ADDITION TO THE BY-LAWS OF ASPEN GROVE TOWNHOMES ASSOCIATION

Under Article VII, Section 1 (c) of the AGTHA By-Laws, the following addition was passed at such time when the Declaration of Covenants is amended by the AGTHA Board of Directors:

THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR, AND IT SHALL BE THE RESPONSIBILITY OF THE OWNERS TO MAINTAIN MECHANICAL SYSTEMS INCLUDING BUT NOT LIMITED TO HEATING, PLUMBING, ELECTRICAL SYSTEMS AND FIXTURES TOGETHER WITH EXTERIOR AND INTERIOR DOORS AND WINDOWS, INTERIOR WALL COVERINGS, FIXTURES, AND APPLIANCES. IN ADDITION, IN THE EVENT OF ANY LOSS BY CASUALTY, THE OWNER SHALL BE RESPONSIBLE FOR ANY DEDUCTIBLE CASE OF MULTIPLE UNIT CASUALTY, SUCH AMOUNTS SHALL BE SHARED PRO RATA.

IN THE EVENT THAT THE NEED FOR MAINTENANCE OR REPAIR OF A LOT OR THE IMPROVEMENTS THEREON IS CAUSED THROUGH THE WILLFUL OR NEGLIGENT ACTS OF ITS OWNER, OR THROUGH THE WILLFUL NEGLIGENT ACTS OF THE FAMILY, GUEST OR INVITEES OF THE OWNERS SUCH EXTERIOR MAINTENANCE SHALL BE ADDED TO AND BECOME PART OF THE ASSESSMENT TO WHICH SUCH LOT IS SUBJECT.

The foregoing instrument was acknowledged before me by Paul F. Skyles, Vice- President of Aspen Grove Townhomes Association, this 29th day of November, 2010.

Subscribed and sworn to before me this 29th day of November 2010

In testimony whereof, I have hereunto set my hand official seal the day and year aforesaid.

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Entry No. 153835 Book 958
Recorded 11/29/10 at 14:20 m Page 558
Fee LANA L. WILCOX, UINTEA COUNTY CLERK
\$ 8.00 By J. Hebert
Indexed _____ Abstract _____ Recorded _____

