

RECORDED MAY 11 1993 AT 11:30 M
IN BOOK 837 PAGE 359-62 GREEN RIVER, WYO.
NO. 1176510 A. BERT E. YERGEN, COUNTY CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GARAGE LOTS IN VILLAGE PARK PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 16th day of April, 1993, by Village Park Homeowners Association, a Wyoming nonprofit corporation, Mark D. Rehwaladt and Cherie K. Templeton, husband and wife, Robert T. Kern and Penny Kern, husband and wife, and Mary Anne Lill Bocquin, a single person, all of Sweetwater County, Wyoming, hereinafter collectively referred to as the Declarant, witnesseth as follows:

WHEREAS, the Declarant is the owner of the following described real property and premises, situate in the County of Sweetwater, State of Wyoming, to wit:

Garage Lots One (1) through Twenty-Seven (27), inclusive, contained within the Village Park Planned Unit Development, City of Green River, Sweetwater County, Wyoming, as the same is laid down, described and identified in the Final Plat of Village Park Resubdivision, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, in Book of Plats, at Page 330, on September 12, 1991, and in the Order Authorizing and Directing the Resubdivision of Village Park, attached to said Final Plat and also recorded in Book 819, at Pages 976-981, on September 12, 1991; and

WHEREAS, the Declarant wishes to subject all of the above described Garage Lots to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Garage Lots for the benefit of the Garage Lots and each Owner thereof;

NOW, THEREFORE, in accordance with the foregoing, the Declarant hereby declares that all of the above described Garage Lots are and shall be held, sold, transferred, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Garage Lots and which shall be binding upon and inure to the benefit of each Owner thereof, their heirs, successors and assigns, as set forth in the Declaration of Covenants, Conditions, and Restrictions of Village Park Planned Unit Development, recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, in Book 714, at Pages 444-462, on September 12, 1980, which shall hereinafter be referred to as the Original Declaration, and the Revised Declaration of Covenants, Conditions, and Restrictions of Village Park Planned Unit Development, recorded in said office in Book 716, at Pages 1528-1547, on December 22, 1980, which shall hereinafter be referred to as the Revised Declaration, to the extent such Original Declaration and Revised Declaration may be applicable to the circumstances and conditions pertaining to the Garage Lots, expressly subject to the following exceptions, limitations and modifications:

A. For purposes of interpreting and enforcing the provisions of the Original Declaration and the Revised Declaration, to the extent applicable, a Garage Lot and a

Garage Structure shall be considered the same as and equivalent to a Lot and a Living Unit, respectively.

B. For purposes of interpreting and enforcing the provisions of the Original Declaration and the Revised Declaration, to the extent applicable, matters pertaining to Garage Lots shall be generally administered by Village Park Homeowners Association; provided, however, that only the Owners of the Garage Lots shall have the right to vote with respect to issues which only concern the Garage Lots.

C. Paragraph 6 of Article VI of the Original Declaration and the Revised Declaration is hereby expressly modified, amended and revised solely for the purposes hereof to read as follows with respect only to the Garage Lots:

6. Uniform Rate of Assessment. Both monthly and special assessments shall be fixed at a uniform rate for all Garage Lots; provided, however, that until a Garage Lot has been improved with a Garage Structure, the assessments applicable to such Garage Lot may be proportionately adjusted, depending upon the nature and purpose of the applicable assessment. Garage Lot assessments shall only be assessed in connection with Garage Lots and shall only be used for the benefit of the Garage Lots. Notwithstanding anything to the contrary contained herein, Garage Lots which are owned by Village Park Homeowners Association shall not be subject to, and shall be expressly exempt from, any and all assessments which would otherwise be applicable to Garage Lots.

D. Paragraph 9 of Article VI of the Original Declaration and the Revised Declaration is hereby expressly modified, amended and revised solely for the purposes hereof to read as follows with respect only to the Garage Lots:

9. Effect of Nonpayment -- Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the Garage Lot. The person who is the Owner of the Garage Lot at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the date on which it becomes delinquent, the amount thereof shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action either against the Owner who is personally liable or to foreclose the lien against the Garage Lot. Any judgment obtained by the Association shall include reasonable attorneys' fees, court costs, and each and every other expense incurred by the Association in enforcing its rights.

The lien of such assessments shall be superior to any homestead exemption as is now or may hereafter be provided by Wyoming law. The acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against said assessment lien. Sale or transfer of any Garage Lot shall not affect the liens for said charges.

The State of Wyoming)
) ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before
 me by Mark D. Rehwaldt and Cherie K. Templeton this 15th
 day of April, 1993.

Witness my hand and official seal.

Cherie K. Templeton
 Notary Public

My Commission Expires: 9-14-96.

The State of Wyoming)
) ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before
 me by Robert T. Kern and Penny Kern this 16th day of
April, 1993.

Witness my hand and official seal.

Cherie K. Templeton
 Notary Public

My Commission Expires: 9-14-96.

The State of Wyoming)
) ss.
 County of Sweetwater)

The foregoing instrument was acknowledged before
 me by Mary Anne Lill Bocquin this 14th day of
April, 1993.

Witness my hand and official seal.

Cherie K. Templeton
 Notary Public

My Commission Expires: 9-14-96.