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1271 N 15th Street
Laramie, WY 82072
307-745-3480

DECLARATION OF P&R CONDOMINIUM UNITS

THIS DECLARATION, is made this 28th day of December, 1995, by Reed L. Pedrick and Marilyn E. Pedrick, husband and wife, and Waldo R. Roth and Debra Roth, husband and wife, (collectively "Declarant"), pursuant to the Wyoming Condominium Ownership Act, W.S. 34-20-101 et seq. to define the character, duration, rights, obligations and limitations of the P&R Condominium Units.

Article 1, Definitions and General Provisions.

1.1 *Definitions.* The following words and terms shall have the following meanings:

1.1.a *Act.* "Act" means the Wyoming Condominium Ownership Act, W.S. 34-20-101 et. seq.

1.1.b *Articles.* "Articles" means the articles of incorporation of the Association, a copy of which is annexed as Exhibit B.

1.1.c *Association.* "Association" means the P&R Condominium Association, a Wyoming Nonprofit Corporation, formed pursuant to the Act and the Wyoming Nonprofit Corporation Act.

1.1.d *Board.* "Board" means the Board of Directors of the Association.

1.1.e *Bylaws.* "Bylaws" means the Bylaws of the Association. The original Bylaws are annexed hereto as Exhibit C.

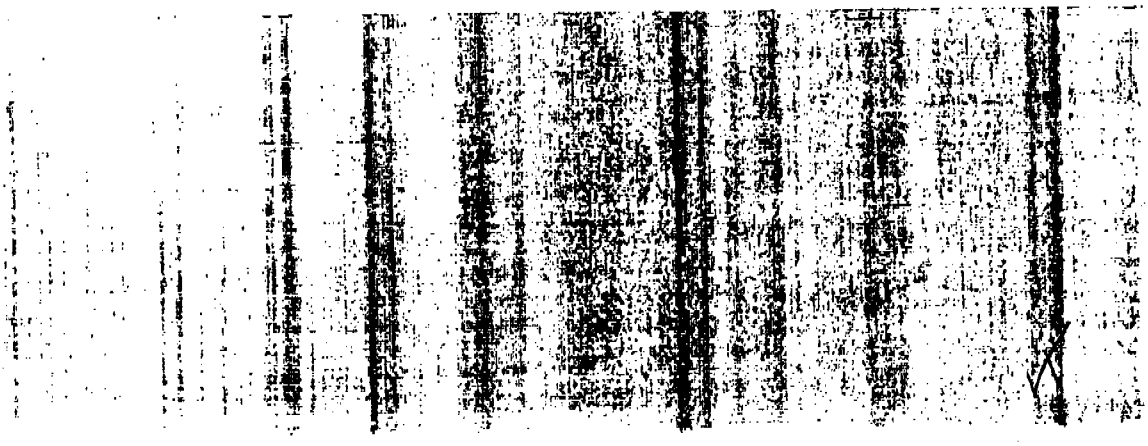
1.1.f *Building.* "Building" means the office building erected on the Property.

1.1.g *Common Expenses.* "Common Expenses" means those expenses incurred by the Association for the benefit of or to maintain the General Common Elements.

1.1.h *Condominium.* "Condominium" means the condominium created by this Declaration.

1.1.i *Condominium Plat.* "Condominium Plat" means the plats of the condominium annexed as Exhibits D-1 and D-2 which pursuant to the Act are made a part of this Declaration. Exhibit D-1 shows Units B and C which compose the first level and Exhibit D-2 shows the Unit A which composes the second level.

1.1.j *General Common Elements.* "General Common Elements" shall have the meaning



ascribed to it in the Act at W.S. 34-20-103(a)(ii)(A) and shall include all of the real estate making up the Property.

1.1.k *Individual Air Space Units and Condominium Units.* "Individual Air Space Units" shall have the meaning ascribed to it in the Act at W.S. 34-20-103(a)(i) and shall include Units A, B and C as shown on the Condominium Plat annexed as Exhibits D-1 and D-2. "Condominium Unit" or "Unit" shall mean an Individual Air Space Unit.

1.1.l *Limited Common Elements.* "Limited Common Elements" shall have the meaning ascribed to it in the Act at W.S. 34-20-103(a)(ii)((B) and includes those portions of the General Common Elements allocated for the exclusive use of one or more but fewer than all of the Condominium Units. The Limited Common Elements, if any, and the Condominium Units they are allocated to are shown in the Condominium Plat annexed as Exhibit D.

1.1.m *Occupant.* "Occupant" means any person or persons in possession of a Condominium Unit, including Owners, lessees, guests and invitees of such person or persons, and guests and invitees of such lessees.

1.1.n *Owner.* "Owner" shall mean the owner of record of the fee simple interest in and to any Condominium Unit.

1.1.o *Property.* "Property" means the real estate located in Albany County, Wyoming described in Exhibit A, together with all buildings and improvements now or hereafter constructed or located thereon, and all rights, privileges, easements and appurtenances belonging to or in any way pertaining to said real estate.

1.2 *Additional Terms.* All capitalized terms used herein, and not defined herein, shall have the meaning ascribed to such terms in the Act, unless the context clearly indicates otherwise.

Article 2, Submission of Property to the Act.

2.1 *Submission.* Developers hereby submit the Property, Building and Condominium Units to the Act.

2.2 *Name.* The Property, Building and Condominium Units shall hereafter be known as the "P&R Condominium Units."

2.3 *Division of Property into Separately Owned Units.* Developers do hereby divide the Building into three (3) Condominium Units, and do hereby designate all such Units for separate ownership. Each Unit and its boundaries are designated and delineated on the Condominium Plats annexed as Exhibits D-1 and D-2.

2.4 *Unit Allocations.* Each Condominium Unit is allocated a percentage of the undivided interest in all the Common Elements.

2.5 *Owners as Members of Association.* All Owners shall be members of the Association. The value of each Owner's vote in the Association, and the allocation of all Common Expenses, shall be based upon the percentage of each Owner's ownership in the Building, which percentage shall be calculated on the basis of the amount of square footage assigned to each Condominium Unit. Each Owner of a Unit shall be entitled to elect at least one member of the Board of Directors. The percentages for purposes of voting and Common Expenses for the Condominium Units are as follows:

Unit No.	% Ownership in Building	% Ownership in Common Elements	% of Common Expenses	Number of votes in Association
Unit A	50%	50%	50%	2
Unit B	25%	25%	25%	1
Unit C	25%	25%	25%	1

Article 3, Duration, Termination and First Right of Refusal.

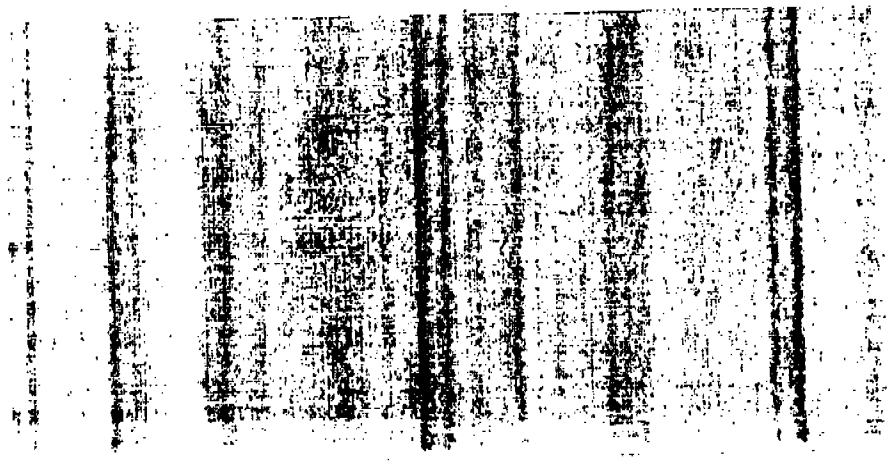
3.1 *Duration.* The duration of this Declaration and the P&R Condominium Units ownership shall be perpetual.

3.2 *Termination.* This Declaration and the P&R Condominium Units ownership may be terminated only with the unanimous written approval of all the Owners of all Condominium Units.

3.3 *First Right of Refusal.* Any Owner who wants to sell his or her Condominium Unit shall give the other Owners notice of his intent to sell and shall provide to the other Owners a first right to purchase any Condominium Unit which is made subject to sale. The following restrictions against transfer shall apply to the sale of any Condominium Unit:

3.3.a No sale of a Condominium Unit shall be consummated without giving at least 30 days' prior written notice of the Owner's intent to sell his Unit to the Board of Directors of the Association and to all other Owners.

3.3.b In the event an Owner shall wish to sell his or her Unit, and shall have received a bona fide offer for such Unit from a prospective purchaser, he or she shall give written notice of such offer together with an executed copy of the offer to the Board of Directors of the Association and to all other Owners. In the event Unit A is being sold, then the Owner of Unit B shall have the 1st right to purchase Unit A, and if the Owner of Unit B does not exercise his right to purchase then the Owner of Unit C



shall have the second right to purchase. In the event Unit B is being sold, then the Owner of Unit A shall have the 1st right to purchase Unit B, and if the Owner of Unit A does not exercise his right to purchase then the Owner of Unit C shall have the second right to purchase. In the event Unit C is being sold, then the Owner of Unit A shall have the 1st right to purchase Unit C, and if the Owner of Unit A does not exercise his right to purchase then the Owner of Unit B shall have the second right to purchase.

An Owner who is entitled to exercise his right to purchase may do so at the same price and on the same terms as offered by the selling Owner's proposed purchaser, provided written notice of such election to purchase is given to the selling Owner, and a matching down payment or deposit is provided to the selling Owner during the following periods immediately following the delivery of the notice of the offer and a copy of such offer to the Board of Directors and the other Owners: 10 days for the 1st Owner who is entitled to exercise his option, and an additional 5 days for the 2nd Owner who is entitled to exercise his option (for a total of 15 days).

3.3.c In the event any Owner shall attempt to sell his or her Condominium Unit without notifying the Board of Directors pursuant to paragraph 3.3.a, and without offering to the other Owners the right of first refusal as provided for in paragraph 3.3.b, such sale shall be null and void. If all other Owners fail to notify the selling Owner of their intent to exercise their option to purchase within the 15 day period as provided for above, the selling Owner may then sell his or her Condominium Unit to the prospective purchaser in accordance with the terms of the offer.

3.3.d The failure or refusal of the other Owners to exercise their right of first refusal as specified above shall not constitute a waiver of such right to purchase the Unit when any selling Owner receives any subsequent bona fide offer from a prospective purchaser, or receives an offer containing different terms and conditions.

3.3.e The right of first refusal reserved in this instrument shall not affect the right of any Owner to mortgage his or her Condominium Unit or affect the right of any lender coming into possession of a Condominium Unit pursuant to the remedies provided in a mortgage, provided, however, that any subsequent sale by the mortgagee as an Owner shall be subject to the above right of first refusal. An Owner may sell or give his or her Condominium unit to his or spouse, children, parents, or brothers and sisters, or to a trust or trusts created for the benefit of any one or more of them, without first offering to sell the other Owners.

3.3.f The above-stated restrictions on transfer shall terminate automatically 20 years following the date this instrument is first recorded.

Article 4, Restrictions, Conditions and Covenants.

4.1 *Compliance with Declaration, Bylaws and Rules and Regulations.* Each and every Owner and Occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, the Articles of Incorporation of the Association, and rules and regulations promulgated by the Board of Directors. Failure to comply shall be grounds for an action by the Association, an aggrieved Owner, on any Occupant adversely affected, for recovery of damages, injunction or other relief.

4.2 *Administration of Condominium.* The Condominium shall be administered in accordance with the provisions of the Act, this Declaration and the Bylaws.

4.3 *Use Restricted; Use by Declarants; Use by Association.*

4.3.a *Use.* Each Condominium Unit shall be occupied and used by Owners and Occupants for commercial purposes only.

4.3.b *Activities.* Only businesses compatible with health care delivery services shall be conducted on or in the Property, Building and Condominium Units.

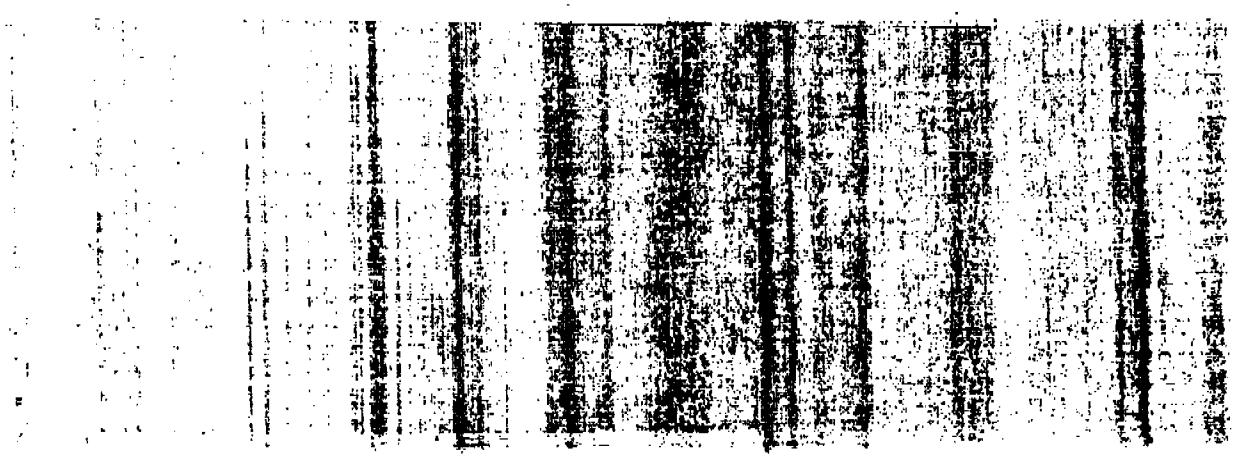
4.3.c *Maintenance.* The Association, Owners and Occupants shall maintain the Property, Building and Condominium Units at a level consistent with health care delivery businesses.

4.3.d *Signs.* The Association shall establish rules and regulations for the use of signs, advertisements and notices for the Property. No sign, advertisement or notice shall be displayed except in compliance with the rules and regulations adopted by the Association.

4.4 *Hazardous Use and Waste.* Nothing shall be done to or kept in any Condominium Unit or the General Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written unanimous consent of the Board of Directors. No Owner or Occupant shall permit anything to be done to or kept in or on his Unit or the General Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste (damage, abuse or destruction) to, in or on his Unit or the General Common Elements.

4.5 *Alterations of General Common Elements.* No Owner or Occupant shall alter, construct anything upon, or remove anything from, the General Common Elements, or paint, decorate, landscape or adorn any portion of the General Common Elements, without the prior written unanimous consent of the Board of Directors.

4.6 *Pets.* No pet shall be allowed in the Condominium, except as may be provided by



the rules and regulations promulgated from time to time by the Board of Directors.

4.7 *Rules and Regulations.* In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board of Directors of the Association, as more fully provided in the Bylaws.

4.8 *Restrictions, Conditions and Covenants To Run With Land.* Each Owner and Occupant shall be subject to all restrictions, conditions and covenants of this Declaration, and all such restrictions, conditions and covenants shall deemed to be covenants running with the land, and shall bind every person having any interest in the Property, and shall inure to the benefit of every Owner.

Article 5, Casualty Damage.

5.1 *Loss due to casualty.* If all or any part of the Property shall be damaged or destroyed, unless otherwise agreed by all the Owners, the same shall be repaired or replaced, and proceeds of insurance shall be used and applied to repair or replace the Property.

Article 6, Condemnation.

6.1 *Condemnation.* In the event of a taking by eminent domain, or by a conveyance in lieu thereof, of all or any part of the property, unless otherwise agreed to by all the Owners, the same shall be repaired or restored, and the awards paid on account thereof shall be used and applied to replace the Property.

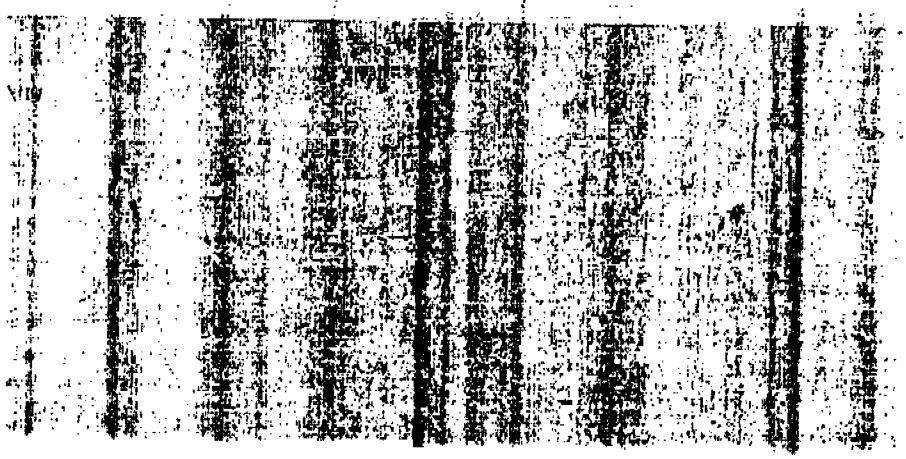
Article 7, Amendment.

7.1 *Amendment.* This Declaration may be amended only with the unanimous approval of all Unit Owners and the Declarants.

Article 8, General Provisions.

8.1 *Severability.* The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or of any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstances.

8.2 *Interpretation of Declaration.* Whenever appropriate singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compounds words beginning with the prefix "here" shall refer to this entire Declaration and not merely to he part in which they appear.



8.3 *Captions.* The captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

8.4 *Exhibits.* Exhibits A, B, C, D-1 and D-2 annexed are hereby made a part hereof.

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the day and year first above written.

Waldo R. Roth — 12-28-95 Date — Reed L. Pedrick — 12-28-95 Date

Debra R. Roth — 12-28-95 Date — Marilyn E. Pedrick — 12-28-95 Date

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 28th day of December, 1995, by Waldo R. Roth, and Debra Roth, husband and wife.

Notary Public

My Commission Expires: July 5, 1996

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 28th day of December, 1995, by Reed L. Pedrick and Marilyn E. Pedrick, husband and wife.

Notary Public

My Commission Expires: July 5, 1996

Exhibit A to Exhibit 2 (Warranty Deed) to Agreement to Purchase, and
Exhibit A to Declaration of P&R Condominium Units.

EXHBIT A
LEGAL DESCRIPTION

A tract of land in Lot 3, Block 1, Upland Heights Addition to the City of Laramie, Albany County, Wyoming, more particularly described as follows:

TR# 3A+3B

Beginning at a point which lies South 75°45'29" East, 41.45 feet from the Southwest corner of Lot 3, both points being on the northerly right-of-way line of Grand Avenue, and from the point of beginning proceeding thence North 00°56'40" West 48.84 feet, along the line common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at Page 615 in the Office of the Albany County Clerk; thence North 00°56'40" West 15.55 feet; thence North 89°03'20" East 59.30 feet; thence North 40°37'30" East 28.67 feet; thence North 89°03'20" East, 81.68 feet, along a line parallel with the North line of Lot 3 and common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at page 615 in the Office of the Albany County Clerk to a point on the easterly line of Lot 3; thence South 00°56'40" East, 135.51 feet along the easterly line of Lot 3, to the northerly right-of-way line of Grand Avenue; thence westerly along the Right-of-Way 167.56 feet along the arc of a curve to the left having a radius of 2914.79 feet, through a central angle of 03°17'37" subtending a chord bearing North 73°41'51" West, 167.53 feet, more or less, to the point of beginning.

The foregoing description contains 0.36 acres (16087.54 square feet), more or less.

ARTICLES OF INCORPORATION
FOR
P&R CONDOMINIUM ASSOCIATION, A WYOMING NONPROFIT CORPORATION

Pursuant to the Wyoming Nonprofit Corporation Act, W.S. 17-19-101 et seq. (the "Act"), Reed L. Pedrick, Marilyn E. Pedrick, Waldo R. Roth and Debra S. Roth, all adult persons hereby adopt these Articles of Incorporation.

I. The name of this nonprofit corporation is P&R Condominium Association.

II. This corporation is a mutual benefit corporation.

III. The address of the corporation's initial registered office of the corporation is 3125 Grand Avenue, Laramie, Wyoming 82070. The resident agent of the corporation at that office is Reed L. Pedrick.

IV. The name and address of each incorporator are:

Reed L. Pedrick
Marilyn E. Pedrick
1303 E. Curtis
Laramie, WY 82070

Waldo R. Roth
Debra S. Roth
1518 Arnold
Laramie, WY 82070

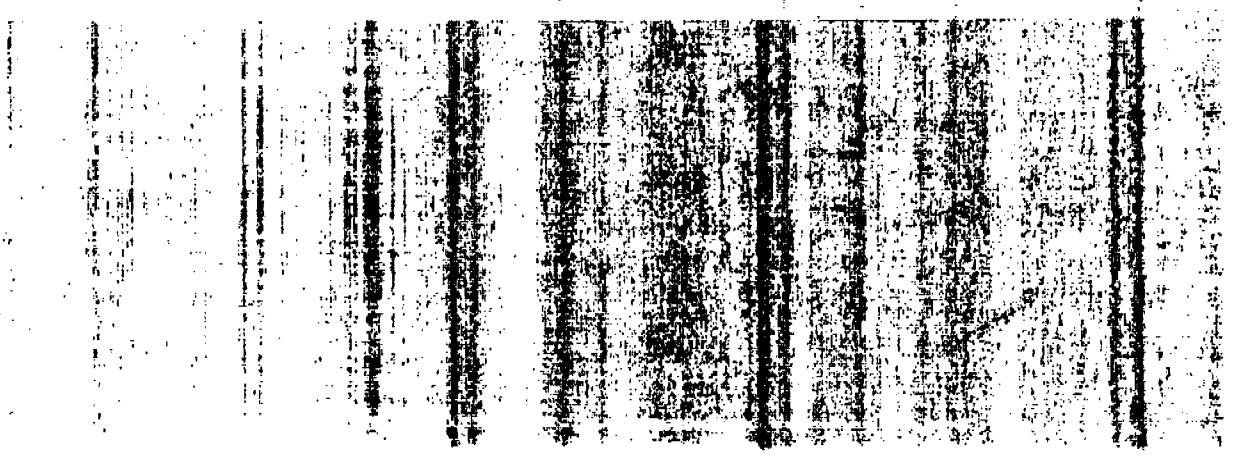
V. The purpose for which the corporation is formed, and the business and the objects to be carried on and promoted by it, are exclusively as follows:

(a) To operate, maintain and improve the commercial condominium known as the P&R Condominium Units;

(b) To enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the non-profit purposes of the cooperative corporation; and

(c) To make refunds to owners, members, occupants of dwelling units, or others as provided by the By-laws and /or occupancy agreements.

VI. Subject to paragraph V, above, and any other limitations contained in theses Articles of



Incorporation, the Condominium Association shall have and may exercise, any and all powers granted to a nonprofit corporation by the Act.

VII. The Corporation shall have four directors, elected by the members who shall act as such until their successors are duly chosen and qualified. Officers shall be elected as provided for in the By-laws. The initial Board of Directors shall be the Incorporators listed above.

VIII. The members of the corporation shall be the Owners of the Condominium Units of the P&R Condominium Units. Capitalized terms used herein shall have the meaning ascribed to them in the Declaration of P&R Condominium Units. Membership in the Association by the Owners of the Condominium Units is mandatory and not optional as provided by the Wyoming Condominium Ownership Act at W.S. 34-20-104. Membership in the corporation shall cease when a member sells his interest in a Condominium Unit. Voting rights of each member are those described in the Declaration.

IX. Pursuant to the Wyoming Condominium Ownership Act, members shall become liable to the corporation for dues, assessments and fees as a result of their ownership of a Condominium Unit.

X. No debt shall be incurred by this Corporation without the unanimous consent of all its members who are Unit Owners of the P&R Condominium Units.

XI. Except as otherwise required by law, these Articles of Incorporation can not be amended except by unanimous consent of all its members.

XII. In the event of dissolution, the assets of the Condominium Association shall be liquidated, the debts and obligations satisfied from the proceeds thereof, and the net proceeds, if any, shall be distributed to the members in proportion to their percent ownership in the entire Condominium Unit.

XIII. The Association may adopt, amend and repeal Rules and Regulations which shall apply uniformly to the P&R Condominium Units.

Signed by the Incorporators this 28th day of December, 1995.

THE INCORPORATORS:

Reed L. Pedrick — 12-28-95 Date

Marilyn E. Pedrick — 12-28-95 Date

Waldo R. Roth — 12-28-95 Date

Debra S. Roth — 12-28-95 Date

Consent to Appointment by Registered Agent

P&R Condominium Association, a Wyoming Nonprofit Corporation

1. I, Reed L. Pedrick, voluntarily consent to serve as the registered agent for P&R Condominium Association on the date shown below.

2. I am an individual who resides in this state and whose business office is identical with the registered office.

3. I know and understand the duties of a registered agent as set forth in the 1992 Wyoming Nonprofit Corporation Act.

Dated this 28th day of December, 1995.

Reed L. Pedrick
Registered Agent

BYLAWS
OF
P&R CONDOMINIUM ASSOCIATION
A WYOMING NON-PROFIT CORPORATION

Article 1. Identity.

1.1 *Name and Identity.* These are the Bylaws of P&R Condominium Association, a Wyoming non-profit corporation (the "Association"), the Articles of Incorporation (the "Articles") of which have been filed in the office of the Wyoming Secretary of State.

1.2 *Definitions.* For purposes of these Bylaws, terms specifically defined in the Declaration of P&R Condominium Association (the "Declaration") or in the Wyoming Condominium Ownership Act, W.S. 34-20-101 et. seq. (the "Act"), shall have the same meaning herein.

Article 2, Members Meetings and Voting

2.1 *Place.* Meetings of the members shall be held at the registered office of the Association, or such other place within the City of Laramie, Albany County, Wyoming as may be designated from time to time by the Board.

2.2 *Annual Meeting.* The members shall meet at least once a year on the date stated in the notice of such meeting given pursuant to Section 2.4. Except as otherwise provided in Section 3.3(a), at each annual meeting the members shall elect officers of the Board of Directors (the "Board") and may transact any other business properly coming before them.

2.3 *Special Meetings.* Special meetings of the members may be called at any time by the President of the Board, and shall be called and held within thirty (30) days after written request therefor signed by members entitled to cast at least twenty percent (20%) of the total votes in the Association is delivered to any officer of the Association. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

2.4 *Notices.* Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member. Such notice shall be in writing, and shall be hand-delivered or sent by United States mail to the members at the address of their respective Units and to other addresses as any member may have designated to the President or Secretary, at least twenty-one (21) days in advance of any annual meeting or regularly scheduled meeting and at least seven (7) days in advance of any other meeting.

2.5 *Quorum; Adjournment if no quorum.* A quorum shall consist of members present, in person or by proxy, entitled to cast at least twenty (20%) percent of the total votes in the Association.

If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present.

2.6 *Votes; Association Shall Not Vote.* The total votes in the Association are allocated to Units established in the Declaration. The votes allocated to a Unit may be cast by the Unit Owner of that Unit. When there is more than one Unit Owner of a Unit, the votes for that Unit shall be past as they shall determine. The votes allocated to a Unit shall not be split but shall be voted a single whole. The Association shall not be entitled to cast the votes allocated by any Unit owned by it.

2.7 *Manner of Casting Votes.* Votes may be cast in person or by proxy. A proxy must be in writing, be signed by all Unit Owners of the Unit the votes of which are subject to the proxy, be given only to another member or a Security Holder in that unit, and be delivered to the Secretary before the meeting. A proxy shall be valid until a revocation in writing signed by all Unit Owners of such Unit is delivered to the Secretary.

2.8 *Required Votes.* All questions shall be decided by a majority of the votes cast on the question, unless the provisions of applicable law, the Declaration or these Bylaws require a greater vote.

2.9 *Action by Members Without Meeting.* Any action that may be taken at a meeting of the members, may be taken without a meeting if such action is authorized in a writing setting forth the action taken, and is signed by all members, or if such action is taken in any other manner permitted by law.

2.10 *Prohibition of Cumulative Voting.* There shall be no cumulative voting.

Article 3, Directors.

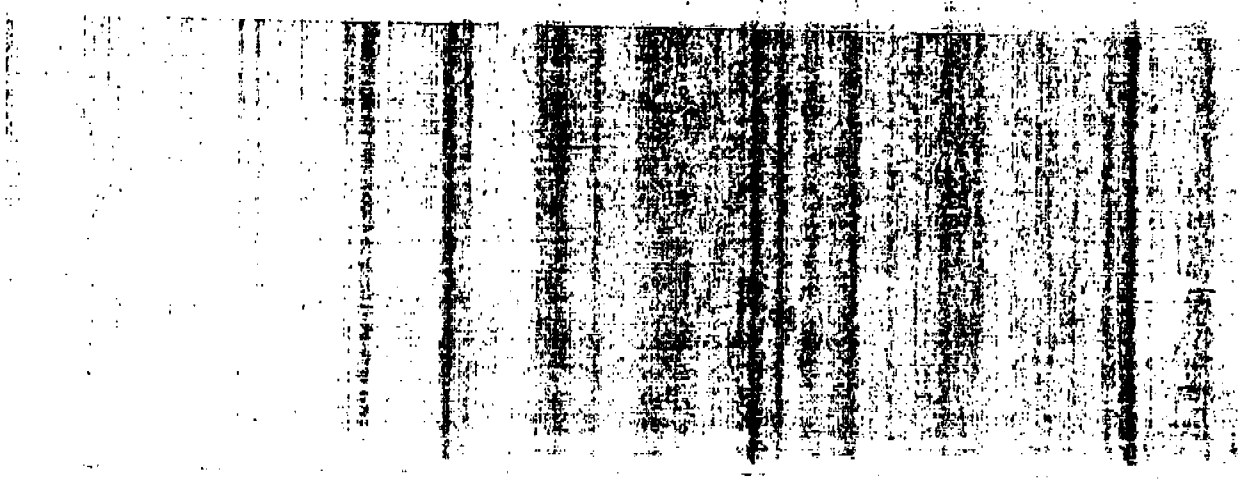
3.1 *First Board.* The first board shall consist of the four (4) persons whose names are set forth in the Articles, and successors to any thereof elected or appointed by Declarant.

3.2 *Number and qualifications of Directors.* The Board shall consist of four (4) natural persons, as determined at any annual meeting by the members. Each Director, except those elected or appointed by Declarant, shall be a Unit Owner or the individual nominee of a Unit Owner which is other than an individual.

3.3 *Election of Directors.* Each Unit Owner shall be entitled to elect at least one director, the remaining director shall be elected by a majority of the votes cast in the election.

3.4 *Term.* The term of each Director shall extend to the next annual meeting and until that Director's successor has been duly elected and has qualified.

3.5 *Removal.* Any Director may be removed, with or without cause, by a vote of the



members entitled to cast at least sixty (60%) percent of the total votes in the Association, at a special meeting called for such purpose, and a successor may, then be elected by the members to serve for the balance of the removed Director's term; provided that any Director elected or appointed by a single Unit Owner may be removed and replaced only by the Owner with or without good cause.

3.6 *Vacancies.* Any vacancy in the Board arising by death or resignation of a Director elected or appointed solely by a Unit Owner shall be filled only by appointment made by that Owner. Any other vacancy shall be filled by act of the remaining Directors, whether or not constituting a quorum, and A Director so elected shall serve for the unexpired term of his predecessor in office.

3.7 *Regular Meetings.* Regular meetings of the Board may be held at such time and place as shall be determined by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least seventy-two (72) hours prior to the meeting.

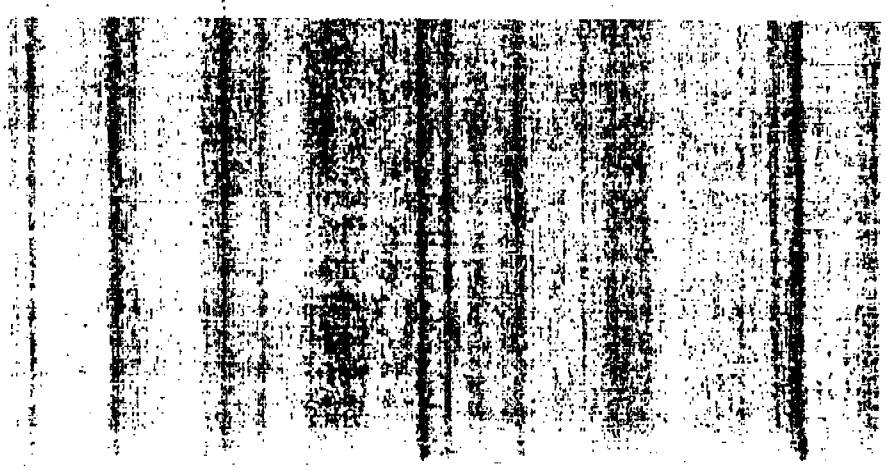
3.8 *Special Meeting.* Special meetings of the Board may be called by the President and shall be called by the President or the Secretary and held within ten (10) days after written request therefor signed by two (2) Directors is delivered to any other Director or the President or the Secretary. Not less than seventy-two (72) hours notice of such special meetings shall be given personally or by mail, telephone, or telegraph to each Director; provided that in case the Present or any director determines that an emergency exists, a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except that which is stated in the notice thereof.

3.9 *Quorum; Adjournment if No Quorum.* A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If a quorum is not present, the meeting shall be adjourned from time to time until a quorum is present. The signing by a Director of the minutes of a meeting shall constitute the presence of such director at that meeting for the purpose of determining a quorum.

3.10 *Manner of Acting.* Each Director shall be entitled to one (1) vote. The act of a majority of the Directors present at a meeting shall constitute the act of the Board unless the act of a greater number is required by the provisions of applicable law, the Declaration or these Bylaws.

3.11 *Board Action Without Meeting.* Any action that may be taken at a meeting of the board may be taken without a meeting if such action is authorized in writing, setting forth the action taken, signed by all Directors.

3.12 *Compensation of Directors Restricted.* Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.



3.13 *Powers and Duties of Board.* All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Declaration, the Articles, and these Bylaws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration, the Articles, and these Bylaws. The Board shall prepare and provide to members annually, a report containing at least the following:

(a) A statement of any capital expenditures in excess of two (2%) percent of the current budget or Five Thousand ($5,000) Dollars, whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years;

(b) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board;

(c) A statement of the financial condition of the Association for the last fiscal year;

(d) A statement of the status of any pending suits or judgments in which the Association is a party;

(e) A statement of the insurance coverage provided by the Association; and

(f) A statement of any unpaid assessments payable to the Association, identifying the Unit and the amount of the unpaid assessment.

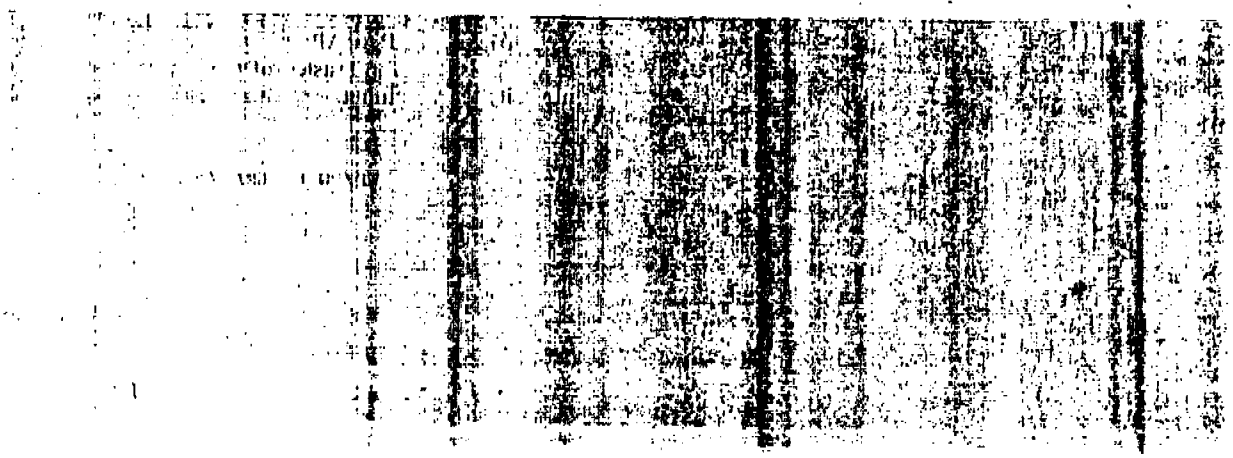
Article 4, Officers.

4.1 *Designation of Officers.* The officers of this Association shall be a President, a Secretary, and a Treasurer. Each officer, except those elected by Directors elected or appointed by Declarant, shall be a Unit Owner or the individual nominee of Unit Owner which is other than an individual. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association.

4.2 *Election of Officers.* Officers of the Association shall be elected by the Board. Election shall be held annually at the first meeting of the Board held after the annual meetings of the members, except that the first Board shall elect officers as soon as practicable after filing of the Declaration.

4.3 *Term.* Each officer shall serve until his successor has been duly elected and has qualified.

4.4 *Removal.* Any officer may be removed, with or without cause, and without notice, by the Board.



4.5 *Vacancy.* Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office.

4.6 *Powers and Duties of Officers.*

(a) *President.* The President shall be the chief executive officer of the Association; shall have all of the powers and duties incident to the office of a president of a corporation, including but not limited, to the duty to preside at all meetings of the Board and of the members, and the general supervision of officers in the management of the business and affairs of the Association; and shall see that all actions and resolutions of the Board are carried into effect.

(b) *Secretary.* The Secretary shall keep the minutes of all meetings and actions of the Board and of the members; shall give all required notices to the Directors and members; shall keep the records of the Association, except those kept by the Treasurer; shall perform all other duties incident to the office of a secretary of a corporation; and shall perform other such duties required by the Board or President.

(c) *Treasurer.* The Treasurer shall have custody of all intangible property of the Association, including funds, securities, and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices and principles, and upon request, shall submit them, together with all vouchers, receipts, records and other papers to the Board for examination and approval; shall deposit all moneys and other valuable effects in depositories designated by the Board; shall disburse funds of the Association as directed by the Board; and shall perform all other duties incident to the office of a treasurer of a corporation.

4.7 *Execution of Agreements, etc.* All agreements, deeds, mortgages, or other instruments shall be executed by any two (2) officers, or by such other person or persons as may be designated by the Board.

4.8 *Compensation of Officers Restricted.* No officer shall be compensated for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

4.9 *Additional Officers.* The Board may elect such other officers and designate their powers and duties as it shall deem necessary or desirable.

Article 5, Indemnification of Directors and Officers.

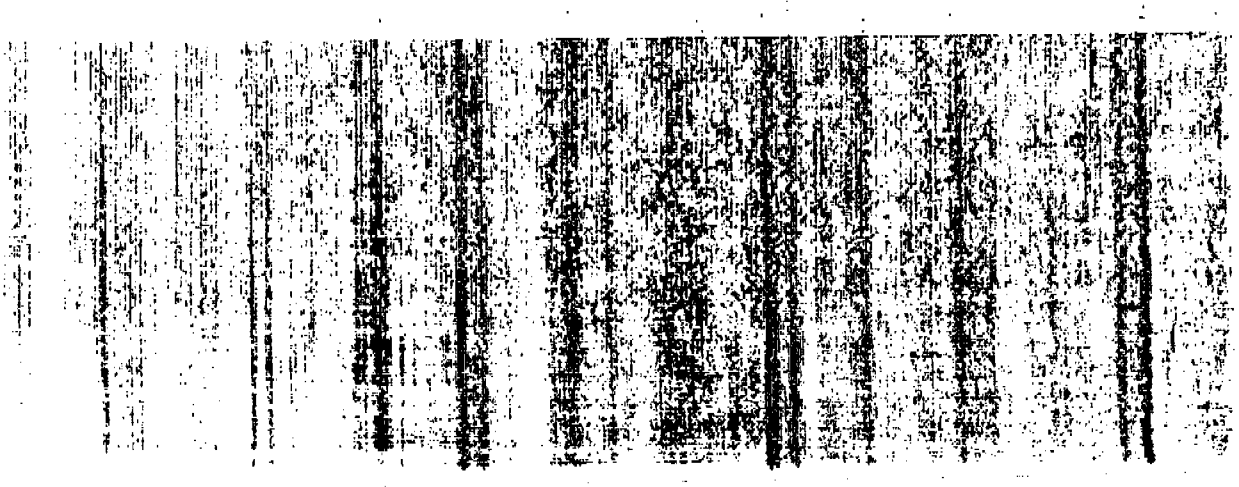
5.1 *Indemnity.* The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by the provisions of the Wyoming Nonprofit Corporation Act found as Wyoming Statutes Section 17-19-

Article 6, Compliance, Enforcement, Fines and Penalties.

6.1 *Default and Remedies.* A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these Bylaws, the Articles, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association, an aggrieved Unit Owner, or by any person or class of persons adversely affected. Also, if any member fails to perform any obligation under the Act, the Declaration, these Bylaws, the Articles or such rules and regulations then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting member.

6.2 *Notice of Default and Failure to Cure.* In the event of any such default or failure, the Board shall serve upon or mail to the defaulting member, and each first mortgagee of that member's Unit, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default specified, or serve upon or mail a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each such first mortgagee, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable. The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting member and each such first mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing or at such later time, shall determine, in writing and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such first mortgagee, a copy of its determination. If the defaulting member (I) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such first mortgagee, a written notice of such member's failure to effect a cure, and the Board may then proceed to take such action as it deems necessary to obtain relief.

6.3 *Remedy of Abatement in Addition to Other Remedies.* In the event a member fails to



effect the cure specified by the Board within the time period set out in (I) or (ii) of Section 6.2 hereof, whichever is applicable, where the default is a structure, thing, or condition existing in or on the premises of the member's Unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Unit in which, on which, or as to which such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefor as provided in Section 6.1 hereof), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

6.4 *Injunction.* Any person or class of persons entitled to seek relief for any such default or failure may obtain a temporary restraining order, injunction or similar relief, without first using the procedure established by Section 6.2 hereof, if such default or failure creates an emergency or a situation dangerous to persons or property.

6.5 *Recovery of Attorneys' Fees and Costs.* In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney' fees as may be allowed by the court, with interest thereon at eight percent (8%) per annum from the dates such costs are incurred until paid.

6.6 *Nonwaiver of Covenants.* The failure of the Association or of any member thereof to enforce any term, provisions, right, covenant, or condition that may be granted by the Declaration, these Bylaws, the Articles, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provisions, right, covenant, or condition in the future, irrespective the number of violations or breaches thereof that may have occurred.

6.7 *Assessment Liens.* Assessment liens shall be enforced pursuant to the Act and not pursuant to this Article 6.

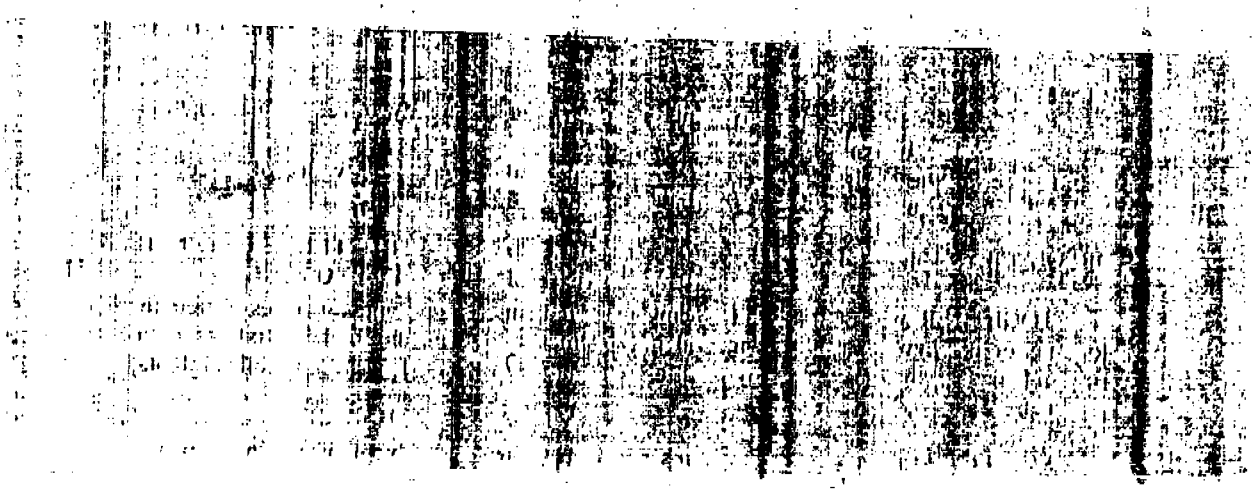
Article 7, Amendment.

7.1 *Amendments.* An amendment to these Bylaws shall be made and approved in the manner set forth in the Declaration or as provided by the Wyoming Nonprofit Corporations Act, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

Article 8, General Provisions.

8.1. *Rules and Regulations.*

(a) *By the Board.* The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the



common use and enjoyment thereof by Unit Owners and Occupants and for the protection and preservation thereof. In addition the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases.

(b) *By the Association.* Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted, by members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board.

(c) *Uniform Application.* All rules and regulations shall be equally and uniformly applicable to all Unit Owners, Occupants and Units, but need not be equally and uniformly applicable if it is determined that such unequal or nonuniform application is in the best interest of the Association or if equal and uniform application is not practicable.

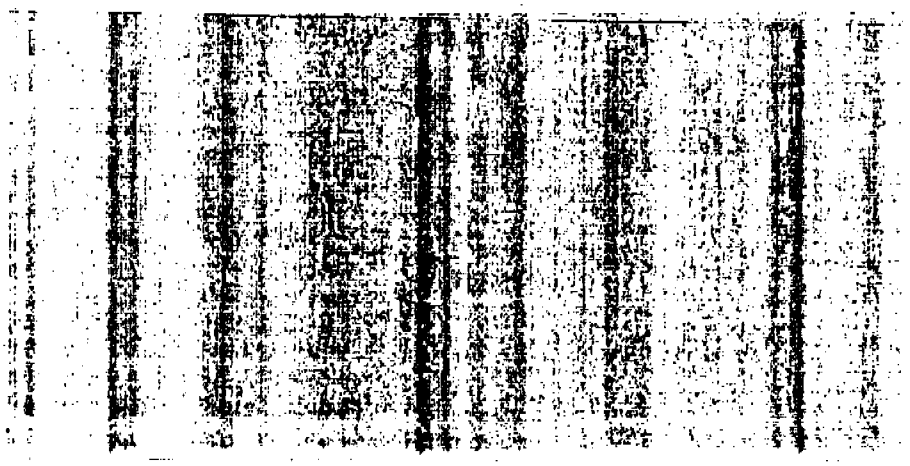
(d) *Copies Furnished.* Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the Association. However, failure to furnish, or post, or make available, such rules or regulations shall not affect in any way their validity or enforceability.

8.2 *Parliamentary Authority.* Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these Bylaws, the Articles, the Act or any statutes of the State of Wyoming applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian.

8.3 *Compliance with the Act; Conflict; Severability.* These Bylaws are established in compliance with the Act and the Wyoming Nonprofit Corporation Act, as amended. Should any of the terms, conditions, provisions, paragraphs or clauses of these Bylaws conflict with any of the provisions of the Act or the Wyoming Nonprofit Corporation Act, the provisions of the relevant State Laws shall control. In the case of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall control. If any term provision, limitation, paragraph or clause of these Bylaws, or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity or effect of the remainder of these Bylaws, or the application thereof to any other person or circumstance.

8.4 *Corporate Seal.* The Association shall have no corporate seal.

8.5 *Interpretation of Bylaws.* Whenever appropriate the singular number may be read as the



plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of Bylaws and not merely to the part of it in which they appear.

The undersigned, the duly elected and acting Secretary of the Association, hereby certifies that the foregoing Bylaws have been duly adopted by the Association, and are in full force and effect as of the date hereof.

Dated: 12-28, 19 95.

Marilyn E. Pedrick
Secretary

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me this 28th day of December 1995, by Marilyn Pedrick the Secretary of P&R Condominium Association, a Wyoming nonprofit corporation, on behalf of said corporation.

PHILIP NICHOLS NOTARY PUBLIC ALBANY COUNTY, WYOMING

Philip Nichols
Notary Public

Exhibit 6a to Agreement to Purchase.

WARRANTY DEED FOR CONDOMINIUM UNIT

Reed L. Pedrick and Marilyn E. Pedrick, husband and wife, and Waldo R. Roth and Debra S. Roth, husband and wife, (collectively "Grantors") for and in consideration of the sum of ten dollars and other good and valuable consideration, in hand paid, CONVEY AND WARRANT to Reed L. Pedrick and Marilyn E. Pedrick ("Grantees"), husband and wife, as tenants by the entireties, whose address is 1303 Curtis, Laramie, Wyoming the following described real property located in Albany County, State of Wyoming:

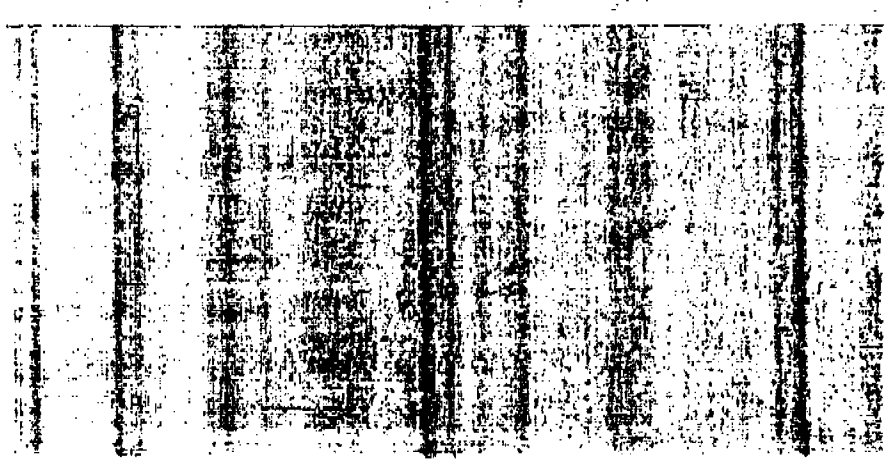
Unit Nos. A & C, as shown on the Condominium Plat of the following described parcel of real estate (hereinafter referred to as "Parcel"):

A tract of land in Lot 3, Block 1, Upland Heights Addition to the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at a point which lies South 75°45'29" East, 41.45 feet from the Southwest corner of Lot 3, both points being on the northerly right-of-way line of Grand Avenue, and from the point of beginning proceeding thence North 00°56'40" West 48.84 feet, along the line common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at Page 615 in the Office of the Albany County Clerk; thence North 00°56'40" West 15.55 feet; thence North 89°03'20" East 59.30 feet; thence North 40°37'30" East 28.67 feet; thence North 89°03'20" East, 81.68 feet, along a line parallel with the North line of Lot 3 and common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at page 615 in the Office of the Albany County Clerk to a point on the easterly line of Lot 3; thence South 00°56'40" East, 135.51 feet along the easterly line of Lot 3, to the northerly right-of-way line of Grand Avenue; thence westerly along the Right-of-Way 167.56 feet along the arc of a curve to the left having a radius of 2914.79 feet, through a central angle of 03°17'37" subtending a chord bearing North 73°41'51" West, 167.53 feet, more or less, to the point of beginning.

which Condominium Plats are attached as "Exhibits D-1 and D-2" to the Declaration of Condominium made for P&R Condominium Units, recorded in the Office the Albany County Clerk and Ex-Officio Registrar of Deeds, Albany County, Wyoming, at Microfilm book no. _____, pages _____;

together with an undivided 75% per cent (50% for Unit A and 25% for Unit C) interest in and to the General Common Elements including but not limited to the Property as defined



and set forth in said Declaration and Condominium Plat.

Grantors also hereby grant to grantees, their heirs, successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said Property set forth in Declaration made for P&R Condominiums, recorded with the Declaration described above; and grantors reserve to themselves, their successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restriction, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited at length herein.

Witness our hands this 28th day of December, 1995.

Reed L. Pedrick

Marilyn E. Pedrick

Waldo R. Roth

Debra S. Roth

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Reed L Pedrick and Marilyn E. Pedrick this 28th day of December, 1995.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 5, 1996

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Waldo R. Roth and Debra S. Roth this 28th day of December, 1995.

Witness my hand and official seal.

Notary Public

My Commission Expires: June 5, 1996

Exhibit A to Exhibit 2 (Warranty Deed) to Agreement to Purchase, and
Exhibit A to Declaration of P&R Condominium Units.

EXHBIT A
LEGAL DESCRIPTION

A tract of land in Lot 3, Block 1, Upland Heights Addition to the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at a point which lies South 75°45'29" East, 41.45 feet from the Southwest corner of Lot 3, both points being on the northerly right-of-way line of Grand Avenue, and from the point of beginning proceeding thence North 00°56'40" West 48.84 feet, along the line common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at Page 615 in the Office of the Albany County Clerk; thence North 00°56'40" West 15.55 feet; thence North 89°03'20" East 59.30 feet; thence North 40°37'30" East 28.67 feet; thence North 89°03'20" East, 81.68 feet, along a line parallel with the North line of Lot 3 and common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at page 615 in the Office of the Albany County Clerk to a point on the easterly line of Lot 3; thence South 00°56'40" East, 135.51 feet along the easterly line of Lot 3, to the northerly right-of-way line of Grand Avenue; thence westerly along the Right-of-Way 167.56 feet along the arc of a curve to the left having a radius of 2914.79 feet, through a central angle of 03°17'37" subtending a chord bearing North 73°41'51" West, 167.53 feet, more or less, to the point of beginning.

The foregoing description contains 0.36 acres (16087.54 square feet), more or less.

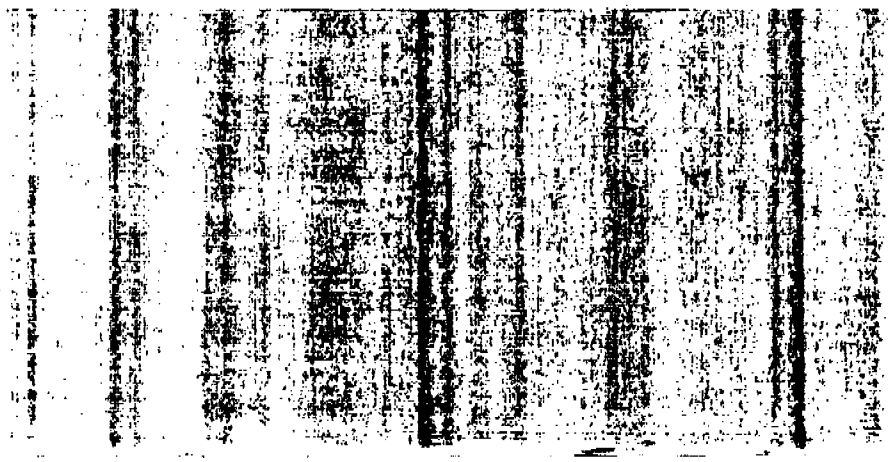


Exhibit 6b to Agreement to Purchase.

BOOK 486 PAGE 179

WARRANTY DEED FOR CONDOMINIUM UNIT

Reed L. Pedrick and Marilyn E. Pedrick, husband and wife, and Waldo R. Roth and Debra S. Roth, husband and wife, (collectively "Grantors") for and in consideration of the sum of ten dollars and other good and valuable consideration, in hand paid, CONVEY AND WARRANT to Waldo R. Roth and Debra S. Roth ("Grantees"), husband and wife, as tenants by the entireties, whose address is 1518 Arnold, Laramie, Wyoming the following described real property located in Albany County, State of Wyoming:

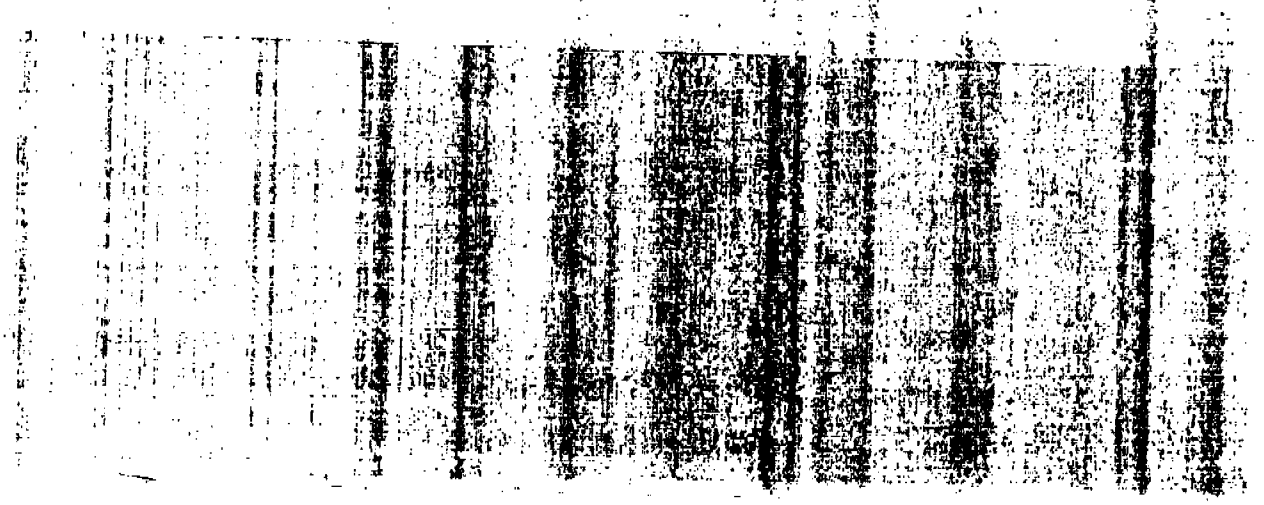
Unit No. B, as shown on the Condominium Plat of the following described parcel of real estate (hereinafter referred to as "Parcel"):

A tract of land in Lot 3, Block 1, Upland Heights Addition to the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at a point which lies South 75°45'29" East, 41.45 feet from the Southwest corner of Lot 3, both points being on the northerly right-of-way line of Grand Avenue, and from the point of beginning proceeding thence North 00°56'40" West 48.84 feet, along the line common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at Page 615 in the Office of the Albany County Clerk; thence North 00°56'40" West 15.55 feet; thence North 89°03'20" East 59.30 feet; thence North 40°37'30" East 28.67 feet; thence North 89°03'20" East, 81.68 feet, along a line parallel with the North line of Lot 3 and common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at page 615 in the Office of the Albany County Clerk to a point on the easterly line of Lot 3; thence South 00°56'40" East, 135.51 feet along the easterly line of Lot 3, to the northerly right-of-way line of Grand Avenue; thence westerly along the Right-of-Way 167.56 feet along the arc of a curve to the left having a radius of 2914.79 feet, through a central angle of 03°17'37" subtending a chord bearing North 73°41'51" West, 167.53 feet, more or less, to the point of beginning.

which Condominium Plats are attached as "Exhibits D-1 and D-2" to the Declaration of Condominium made for P&R Condominium Units, recorded in the Office the Albany County Clerk and Ex-Officio Registrar of Deeds, Albany County, Wyoming, at Microfilm book no. 486, pages 156-82;

together with an undivided 25% per cent interest in and to the General Common Elements including but not limited to the Property as defined and set forth in said Declaration and



Grantors also hereby grant to grantees, their heirs, successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said Property set forth in Declaration made for P&R Condominiums, recorded with the Declaration described above; and grantors reserve to themselves, their successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restriction, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited at length herein.

Witness our hands this 28th day of December, 1995.

Reed L. Pedrick

Marilyn E. Pedrick

Waldo R. Roth

Debra S. Roth

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Reed L Pedrick and Marilyn E. Pedrick this 28th day of December, 1995.

Witness my hand and official seal.

Notary Public

My Commission Expires: July 5, 1996

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The foregoing instrument was acknowledged before me by Waldo R. Roth, and Debra S. Roth this 28th day of December, 1995.

Witness my hand and official seal.

Notary Public

My Commission Expires: July 5, 1996

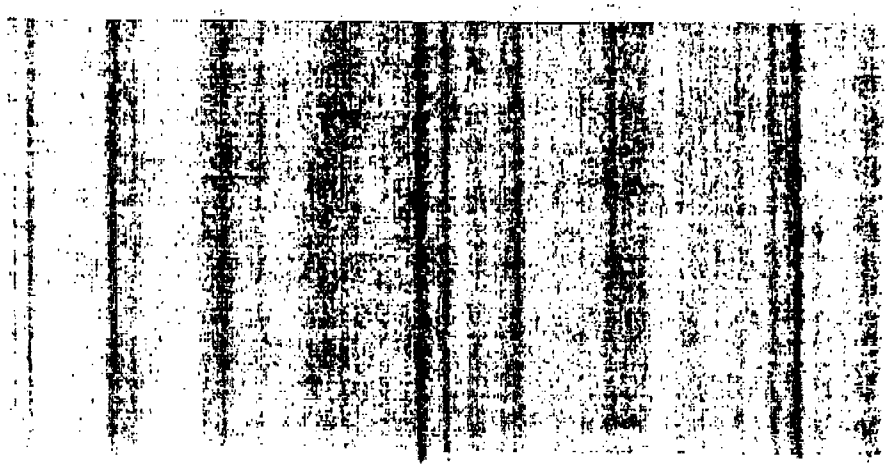


Exhibit A to Exhibit 2 (Warranty Deed) to Agreement to Purchase, and Exhibit A to Declaration of P&R Condominium Units.

EXHIBIT A
LEGAL DESCRIPTION

A tract of land in Lot 3, Block 1, Upland Heights Addition to the City of Laramie, Albany County, Wyoming, more particularly described as follows:

Beginning at a point which lies South 75°45'29" East, 41.45 feet from the Southwest corner of Lot 3, both points being on the northerly right-of-way line of Grand Avenue, and from the point of beginning proceeding thence North 00°56'40" West 48.84 feet, along the line common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at Page 615 in the Office of the Albany County Clerk; thence North 00°56'40" West 15.55 feet; thence North 89°03'20" East 59.30 feet; thence North 40°37'30" East 28.67 feet; thence North 89°03'20" East, 81.68 feet, along a line parallel with the North line of Lot 3 and common to tracts described in Book 446 of Microfilm Records at Page 181 and Book 407 of Microfilm Records at page 615 in the Office of the Albany County Clerk to a point on the easterly line of Lot 3; thence South 00°56'40" East, 135.51 feet along the easterly line of Lot 3, to the northerly right-of-way line of Grand Avenue; thence westerly along the Right-of-Way 167.56 feet along the arc of a curve to the left having a radius of 2914.79 feet, through a central angle of 03°17'37" subtending a chord bearing North 73°41'51" West, 167.53 feet, more or less, to the point of beginning.

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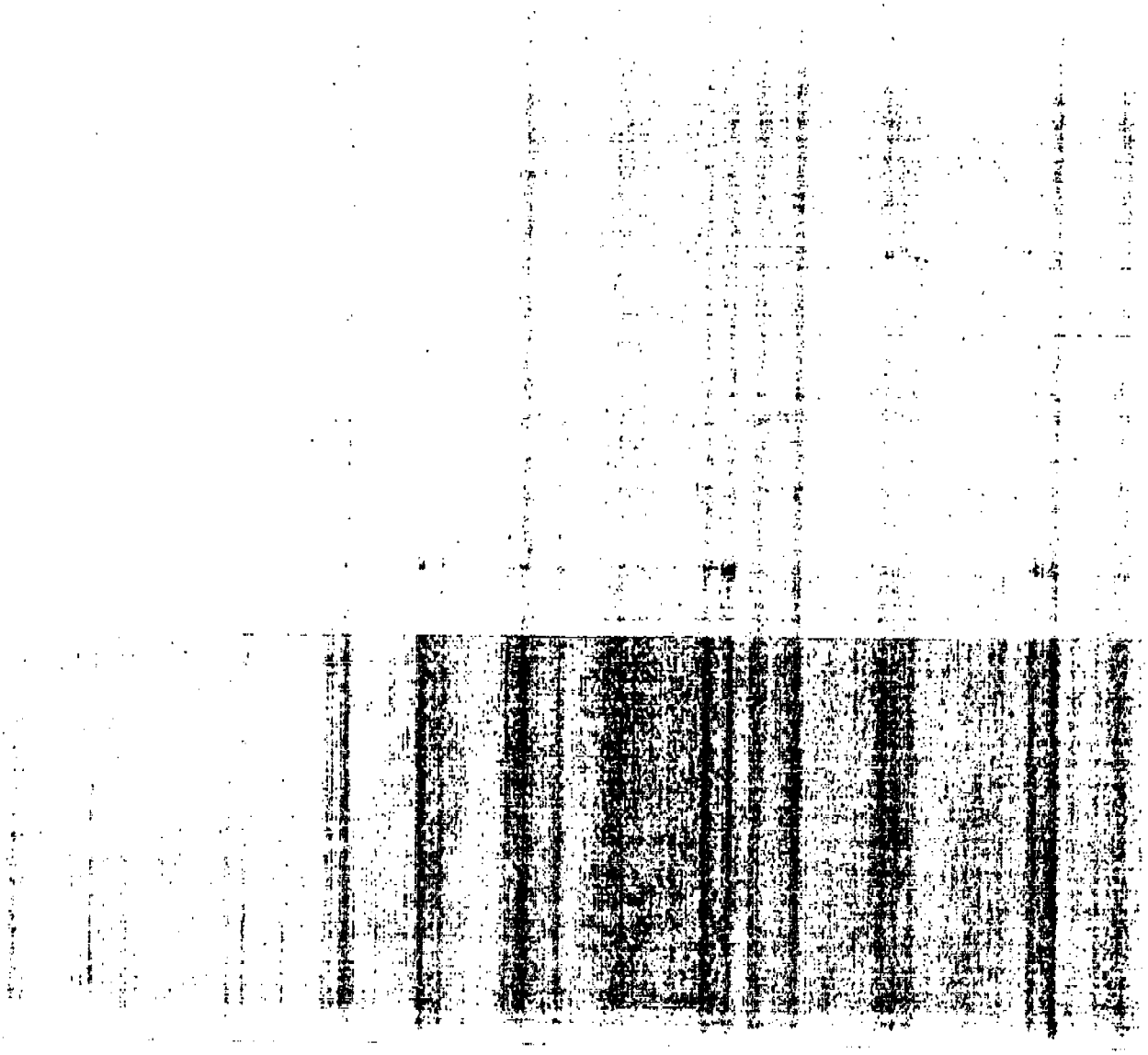

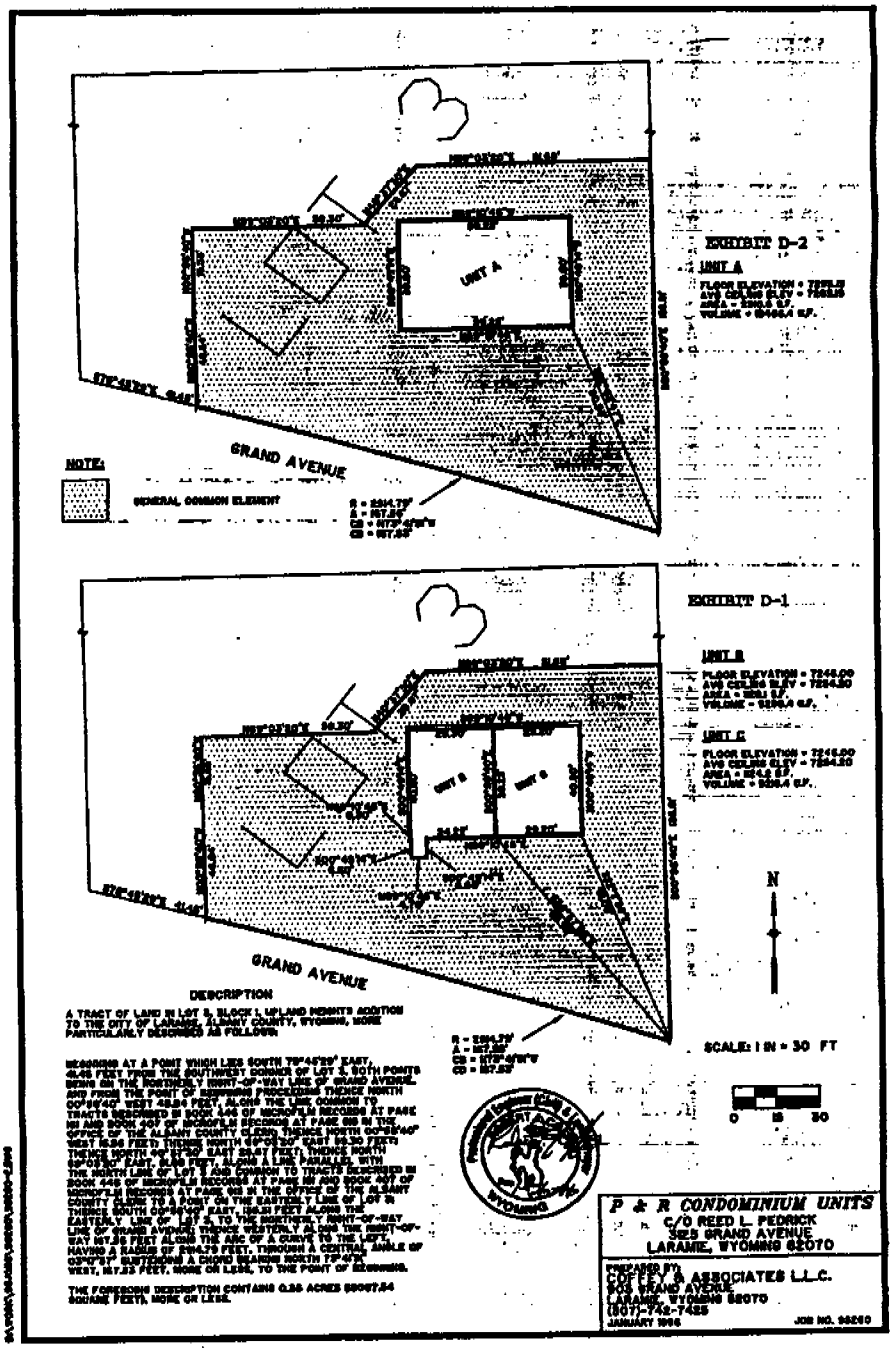

EXHIBIT D-1 and D-2: TO DECLARATION OF P&R CONDOMINIUM UNITS

ALBANY COUNTY, LARAMIE, WY JACKIE R. GONZALES, ALBANY CO CLK
2/13/2009 12:20 PM #2009-761 1 OF 2

FIRST AMENDMENT TO DECLARATION OF P & R CONDOMINIUM UNITS

THIS FIRST AMENDMENT to Declaration of P & R Condominium Units is made this ____ day of Feb. 06, 2009, by Reed L. Pedrick, Marilyn E. Pedrick, Waldo R. Roth and Debra R. Roth.

WHEREAS, the Declaration of P & R Condominium Units, dated December 28, 1995, was recorded on February 9, 1996 in Book 486 at Page 156 in the records of the County Clerk, Albany County, Wyoming.

NOW THEREFORE, pursuant to Article 7 of the Declaration of P & R Condominium Units, there was unanimous approval of the Unit Owners and Declarants to amend said Declaration as follows:

Section 4.3.b. shall be amended and replaced in its entirety by the following:

4.3.b. *Activities*. Only businesses compatible with health care delivery services shall be conducted on or in the Property, Building and Condominium Units, unless another activity is approved by all Owners.

The undersigned have executed this Declaration as of the day and year first written above.

Waldo R. Roth, Owner and Declarant

Reed L. Pedrick, Owner and Declarant

Debra R. Roth, Owner and Declarant

Marilyn E. Pedrick, Owner and Declarant

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

This First Amendment to Declaration of P & R Condominium Units was acknowledged before me this 6 day of February, 2009 by Waldo R. Roth and Debra R. Roth.

Notary Public

My Commission Expires: 09/25/2010

CATHIE A. JAQUES-NOTARY PUBLIC
County of Albany State of Wyoming
My Commission Expires Sept. 25, 2010

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

This First Amendment to Declaration of P & R Condominium Units was acknowledged before me this 6th day of February, 2009 by Reed L. Pedrick and Marilyn E. Pedrick.

SANDRA HOLGUIN
NOTARY PUBLIC - WYOMING
ALBANY COUNTY
My Commission Expires Aug. 31, 2010

Notary Public

My Commission Expires: Aug. 31 2010