

T6670

**DECLARATION OF COVENANTS, CONDITIONS,**

**EASEMENTS, AND RESTRICTIONS**

**FOR**

**REYNOLDS CROSSING PLAZA.**

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**DECLARATION OF COVENANTS, CONDITIONS,**

**EASEMENTS AND RESTRICTIONS**

**FOR**

**REYNOLDS CROSSING PLAZA**

THIS DECLARATION made this 11<sup>th</sup> day of August, 2003, by Albany Realty, LLC, a Wyoming Limited Liability Company, "Declarant," whose address is 1267 North 15<sup>th</sup> Street, Suite 101, Laramie, Wyoming, its successors and assigns.

**RECITALS**

The Declarant owns real property located in the City of Laramie and Albany County in Wyoming, legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Declarant seeks to create a planned commercial development on the Property to be known as *Reynolds Crossing Plaza*. The *Reynolds Crossing Plaza Owners' Association* (the "Association") will govern the maintenance of certain items within the development as further described in this Declaration.

**ARTICLE 1. SUBMISSION OF PROPERTY**

The Declarant hereby declares that on and after the date of recording of this Declaration, the Property shall be subject to the following covenants, conditions, and restrictions which are for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the Property, or any portion thereof, their heirs, personal representatives, successors, and assigns. The Property is subject to the ordinances of the City of Laramie. These covenants and restrictions will be enforced in addition to the City requirements and shall not be interpreted so as to negate or diminish the ordinances and requirements of the City of Laramie. In the event any City ordinance shall be more restrictive than is provided herein, the City ordinance shall control. Nothing herein shall be construed to require the City of Laramie to enforce any of the covenants contained herein or assume any responsibility whatever for the maintenance and control of the development.

**ARTICLE 2. DEFINITIONS**

2.1 **Definitions.** When used in this Declaration, unless the context clearly indicates otherwise, capitalized terms not otherwise defined in the Plat shall have the meanings provided below:

2.1.1 "Access Easements" shall mean and refer to the access easements more particularly described in Article 4 of this Declaration.

2.1.2 "Approval" or "Consent" shall mean and refer to the prior written approval or consent as required herein before doing, making, or suffering that for which such approval or consent is required.

2.1.3 "Architectural Control Committee" or "Committee" shall mean a committee appointed by this Declaration for the purpose of approving or disapproving all building improvements, structures, fences, parking, storm water detention, and landscaping, etc. on the Property.

2.1.4 "Assessments" shall mean and refer to all Common Expense Assessments, Special Assessments, and Individual Assessments levied by the Board pursuant to this Declaration, the Bylaws or the Rules and Regulations.

2.1.5 "Association" shall mean and refer to *Reynolds Crossing Plaza Owners' Association*, a Wyoming nonprofit association, or such substitute or additional entities as deemed necessary by Declarant to provide the efficient administration of the property and Common Areas.

2.1.6 "Bylaws" shall mean and refer to any instrument adopted by the Association for governing the Association, including amendments to those instruments.

2.1.7 "Common Expenses" shall mean and refer to expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves. These expenses for the operation of the Property include, but are not limited to:

- (a) expenses declared to be Common Expenses by this Declaration;
- (b) expenses agreed upon as Common Expenses by the Association;
- (c) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Access Easements or Landscaping.

2.1.8 "Declarant" shall mean and refer to Albany Realty, LLC, a Wyoming limited liability company, and its successors or assigns.

2.1.9 "Declaration" shall mean and refer to this Declaration, including any amendments hereto and Documents referenced herein, and also including, but not limited to, Plats for the Property recorded in the office of the Clerk and Recorder of Albany County, Wyoming.

2.1.10 "Design Guidelines" shall mean and refer to the guidelines and rules published and amended and supplemented from time to time by the Architectural Control Committee.

2.1.11 "Documents" shall mean and refer to this Declaration; the Plat or Plats, as recorded and filed; the site plans; the Articles of Incorporation of the Association, if the Association is incorporated; Bylaws; and the Rules and Regulations as they may be amended from time to time, together with any exhibit, schedule or certificate accompanying such Documents.

2.1.12 "Improvement(s)" shall mean and refer to all of the following: buildings, parking areas, fences, walls, hedges, plantings, lighting, poles, roads, ponds, trails, gates, signs, changes in exterior color or shape, excavation and all other site work, including, without limitation, grading, road construction, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvement which may not be included in the foregoing. "Improvement(s)" includes both original improvements and all later changes and improvements.

2.1.13 "Individual Assessment" shall mean and refer to any Assessment made against a Lot of a Owner pursuant to the provisions of this Declaration, the Bylaws or the Rules and Regulations, other than a Common Expense Assessment or Special Assessment.

2.1.14 "Lot" or "Building Site," shall mean any Lot, or portions thereof, or parcel of land.

2.1.15 "Member" shall mean and refer to every person or entity who holds membership in the Association.

2.1.16 "Owner" shall mean and refer to the record owner, whether one (1) or more Persons, of a fee or undivided fee interest in any Lot that is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.1.17 "Parking Area" shall mean each area designated on the site plan or plans as a parking area.

2.1.18 "Person" shall mean and refer to an individual, corporation, business trust, estate, limited liability company, limited partnership, general partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

2.1.19 "Plans" shall mean: site plans including north arrow, lot number, street names and number, lot dimensions in scale, building and other improvements with setbacks, all paved areas, existing and future grades showing drainage pattern (must have spot elevation and contours); landscape plan including all planting beds, all trees and shrubs with identification, sod and seed

locations, sizes and names of all plant materials, types of mulch and edging, completion phases and dates, and locations of fences, decks, storage areas, etc.; architectural plans including complete working drawings, specifications of all exterior materials (trim, siding, windows, doors, roof, railings, shade structures, and ornamentation), engineered foundation plan showing elevation, and exterior perspective showing the street view; and painted or stained samples of siding, trim and masonry; and such additional information as the Architectural Control Committee may require, except that no interior plans for buildings or improvements will be required.

2.1.20 "Plat" shall mean and refer to the Plat of *Reynolds Crossing Plaza*, as it has been or will be recorded, and as it may be amended or supplemented from time to time, in the records of the office of the Clerk and Recorder of Albany County, Wyoming.

2.1.21 "Property" shall mean and refer to that certain real property described on Exhibit "A" attached hereto and incorporated herein by reference.

2.1.22 "Security Interest" shall mean and refer to an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation. "First Security Interest" shall mean and refer to a Security Interest in a Lot prior to all other Security Interests except the any lien or claim for real property taxes or any other assessment made by the City of Laramie, Albany County, or any other governmental authority having jurisdiction over the Campus.

2.1.23 "Special Assessment" shall mean and refer to the special assessment by the Association for capital improvements, capital acquisitions and other items.

2.1.24 "Successor Declarant" shall mean any Person to whom the Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record in the office of the Clerk and Recorder of Albany County, Wyoming, designating such party as a Successor Declarant, signed by the transferor and the transferee. Upon such recording, the Declarant's rights and obligations under this Declaration shall cease and terminate to the extent provided in such document.

2.2 Other Terms in Declaration. Other terms in this Declaration may be defined in specific provisions contained herein and shall have the meaning assigned by such definition.

### ARTICLE 3 - IMPROVEMENTS CONTROL

3.1 Architectural Control Committee. There is hereby established an Architectural Control Committee ("Committee") composed of W. Paul Greaser, Kerry J. Greaser, and Susan C. Ball, who shall serve until all lots have a building constructed thereon, or until their successors are duly appointed and qualified. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The affirmative vote of a majority of the members of the Committee shall govern its actions and be the act of the Committee. The Committee shall not be entitled to compensation for services performed pursuant to this provision. The members of the Committee shall have the right to enter and inspect all construction on lots located on the Property in order to view, approve and enforce its requirements. Only after improvements have been erected on all sites in the development, the Committee shall be elected at the annual meeting of the Association. Committee members may be removed by a majority vote of the members of the Association at a meeting of its members when a quorum is present. Should the initial Architectural Control Committee desire to turn the appointment of its membership over to the Association at an earlier time, it may do so by a declaration signed by any two of its members.

3.2 Design Guidelines. The Committee may establish and administer Design Guidelines to facilitate the purposes and intent of this Declaration. The Committee may amend, vary, repeal and supplement the Design Guidelines from time to time, in the Committee's sole discretion based on concerns for good planning and design, the aesthetic, architectural and environmental harmony of

the development or other factors as necessary or desirable to fulfill the intent of the Design Guidelines. The Design Guidelines shall be binding on all Owners and other persons governed by this Declaration. The Design Guidelines may include, among other things, those restrictions and limitations set forth below:

3.2.1 Standards establishing an architectural theme and requirements pertaining to building style and design, construction materials and site planning.

3.2.2 Time limitations for the completion, within specified periods after Approval, of the Improvements for which Approval is required under the Design Guidelines.

3.2.3 Limitations on the height of any building or other Improvement.

3.2.4 Specifications for the location, dimensions and appearance or screening of any fences, accessory structures, antennae or other Improvements.

3.2.5 Landscaping regulations, including limitations and restrictions prohibiting the removal or requiring the replacement of existing trees; guidelines encouraging the use of plants compatible with the locale and the design theme for the development; and other practices benefitting the protection of the environment, aesthetics and architectural harmony of the development.

3.2.6 General instructions for the construction, reconstruction, refinishing, or alteration of any Improvement, including any plan to excavate, fill or make any other temporary or permanent change in the natural or existing surface contour or drainage or any installation of utility lines or conduits upon a Lot, addressing matters such as loading areas, waste storage, trash removal, equipment and materials storage, grading, transformers and meters.

3.3 Signs. No advertisement, notice, or sign shall be displayed or installed on the Property, without first obtaining the Approval of the Committee. All signs shall be in conformance with applicable city codes.

3.4 Lighting. All exterior lighting on the Lots, Improvements and grounds on the Property shall be subject to Approval by the Committee.

3.5 Submission and Approval. Each application for approval shall include, in addition to any other requirements imposed by the Design Guidelines, plans and specifications in sufficient detail to fairly apprise the Committee of the action proposed to be taken, which shall include, as appropriate or as requested by the Committee: a copy of a site plan of the Lot; finished elevations of the buildings, outbuildings or other improvements, with a sufficient detail to determine roof form, window locations, siding material, door placement and a description of the type and color of all materials to be used; the building footprint with dimensions from the front, rear, and side property lines of the Lot, plus the total square footage for each level of any building or other structure; driveways and walkways located on the Lot; any existing structures on the Lot; Location of improvements with respect to the utility lines and facilities; and the color of any paint or stain to be applied to the improvements.

The Committee shall consider and act upon any and all requests submitted for its approval. The Committee shall approve plans and specifications submitted to it only if it determines that the construction, alteration, and additions contemplated thereby, and in the location as indicated, will comply with this Declaration; will serve to preserve and enhance the value of the Lot within the development; will be consistent with the spirit and intent of this Declaration; and will maintain a harmonious relationship among structures and topography within the development. The Committee shall consider the quality of workmanship, type of materials, and harmony of exterior design with other buildings located within the development. The documents requested by the Committee shall be personally delivered or mailed to the Committee by certified mail return receipt requested. Should the Committee fail to approve or disapprove the plans and specifications submitted to it by an Owner of a Lot within thirty (30) days after receipt of all required documents, the plans and specifications shall be deemed to have been approved, as submitted, and no further action shall be required, provided, however, that no building or other structure shall be erected or allowed to remain on any Lot which violates or is

inconsistent with any of the covenants or restrictions contained in this Declaration. The issuance of a building permit or license for the construction of improvements inconsistent with this Declaration shall not prevent the Association or any Owner from enforcing the provisions of this Declaration.

**3.5.1 Preliminary Approvals.** Parties who anticipate constructing improvements within the property or who own or contemplate the purchase of a Lot, may submit a preliminary design of improvements to the Committee for informal review. The Committee shall not be committed or bound by any informal review until complete plans are submitted. Approval or disapproval shall be based upon the complete plans and shall be in writing.

**3.5.2 Incomplete Plans.** The Committee shall disapprove any plans submitted which are not sufficient for them to exercise the judgment required by this Declaration.

**3.5.3 Committee Discretion.** The Committee shall exercise its best judgment to see that all improvements conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location of the building, height, grad and finished ground elevation, and the schemes and aesthetic considerations set forth in the Design Guidelines and the other Documents. The Committee, in its sole discretion based on other factors as necessary or desirable to fulfill the intent of the Design Guidelines, may excuse compliance with such requirements in specific situations and may permit compliance with different or alternative requirements.

**3.5.4 Binding Effect.** The actions of the Committee in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding upon all interested parties.

**3.5.5 Written Records.** The Committee shall keep for at least five (5) years complete records of applications submitted to it (including one set of all plans so submitted) and actions of approval or disapproval and other actions taken by it under the provisions of the Documents.

**3.6 Other Requirements.** Compliance with the Committee review process is not a substitute for compliance with the applicable building, zoning and subdivision regulations, and each Owner is responsible for obtaining all governmental approvals, licenses, and permits as may be required prior to commencing construction of improvements. Further the establishment of the Committee and procedures for architectural review shall not be construed as changing any rights or restrictions upon Owners to maintain and repair the Lot and Improvements as otherwise required under the Documents.

**3.7 Limitation of Liability.** Neither the Committee nor any individual Committee member shall be liable to any person for any loss, damage, or injury arising out of or in connection with the performance of the duties of the Committee under the Documents, unless such action constitutes willful misconduct or bad faith on the part of the Committee. Approval by the Committee does not necessarily assure approval by the appropriate governmental authority having jurisdiction over the Property or the Lot. Notwithstanding that the Committee has approved plans and specifications, neither the Committee nor any of its members shall be responsible or liable to any Owner, developer or contractor with respect to any loss, liability, claim or expense which may arise by reason of such Approval of the construction of the Improvements. Neither the Committee, nor any agent thereof, nor the Declarant, nor any of its partners, officers, directors, members, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the Committee shall be defended and indemnified by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to indemnify each member of the Committee to the extent any such member of the Committee is adjudged to be liable for negligence or misconduct in the performance of his or her duty as a member of the Committee, unless and then only to the extent that the court in which such action or suit may be brought determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

**3.8 Inspection.** Any member or authorized consultant of the Committee may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, in order to

inspect Improvements constructed or under construction on the Lot to determine whether the Improvements have been or are being built in compliance with the Documents and the plans and specifications approved by the Committee.

3.9 Variations. The Committee may authorize variances from compliance with any provisions of this Declaration when circumstances such as natural obstructions, hardships, aesthetics or environmental considerations may require. Such variances must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Committee. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of the variance shall not operate to waive any provisions of this Declaration for any purpose except as to the particular property and the particular provision hereof covered by the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental authority having jurisdiction.

3.10 Continuity of Construction. All Improvements commenced on the Property shall be prosecuted diligently to completion and shall be completed within eighteen (18) months after commencement, unless an exception is granted in writing by the Committee.

#### ARTICLE 4- EASEMENTS

4.1 It is anticipated there will be at least three (3) Access Easements conveyed to the Association for the benefit of all Owners in the development. The access easements will allow Owners, their employees, guests, and invitees to access any Lot from 15<sup>th</sup> Street, Reynolds Street, and 17<sup>th</sup> Street. The Access easements will be shown on the Plat of the development, as such may be amended from time to time. Once constructed by the Owners, the Association will be responsible for maintenance, repair and replacement of such Access Easement.

4.2 Ambulance, fire protection, law enforcement and like emergency service personnel shall have access across, upon and through the Property in the performance of their duties.

4.3 The Association shall have the right to access all exterior portions of a Lot for the purpose of performing its duties under this Declaration.

#### ARTICLE 5 - RESPONSIBILITIES

- 5.1 Association Responsibilities. The Association responsibilities include, but are not limited to:
- a. lawn mowing and trimming;
  - b. lawn fertilizing and weed control;
  - c. sealing, striping, sweeping, and paving of access easements;
  - d. snow removal from parking lots and access easements; and
  - e. maintenance of drainage/storm water retention areas.

Other responsibilities of the Association may include, but are not limited to, trash collection and the payment of premiums for liability or other insurance, in such amounts and with such coverage as it determines to be necessary. Expenses of the Association shall be levied against the Lots as Common Expense Assessments, Special Assessments, or Individual Assessments pursuant to the Documents.

5.2 Owner Responsibilities.

The Owner responsibilities include:

- a. lawn watering;
- b. all landscape plantings, including replacement plantings;
- c. sealing, striping, sweeping, and paving of parking lots;
- d. all other items not the responsibility of the Association.

#### ARTICLE 6 - ASSOCIATION

6.1 Association: Bylaws. The Association will be responsible for the items listed above in Article 5, as well as any other maintenance obligations or common services which may be deemed necessary by the Association for the benefit of the Owners. The Bylaws of the Association, which are attached hereto and incorporated herein by this reference as Exhibit B are hereby adopted pursuant to this Declaration and shall hereafter be binding on the Association.

6.2 Membership. All Owners, by whatever means acquired, shall automatically become members of an Association in accordance with this Declaration and the Bylaws of the Association as adopted and approved, or as the same may be duly amended.

6.3 Voting. So long as Albany Realty, LLC or its successors, owns any undeveloped lots within *Reynolds Crossing Plaza*, in the City of Laramie, Albany County, Wyoming, Albany Realty, LLC, or its successors, shall be entitled to 51% of the votes. An Owner's number of votes shall be calculated based upon the Owner's proportionate ownership of the Property by square footage, as more particularly described in Exhibit B.

#### 6.4 Assessments.

6.4.1 Assessments against Owners for Association expenses shall be made pursuant to the Bylaws and shall be allocated based upon the Owner's proportionate ownership of the Property by square footage.

6.4.2 Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest; all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.4.3 The lien for unpaid taxes, assessments, interest and penalties provided herein shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4.4 In any foreclosure of a lien for assessments, the Owner subject to the lien shall be required to pay a reasonable rental for the Unit during any period of occupancy after foreclosure proceedings.

6.4.5 In the sole discretion of the Association, failure to pay assessments when due, may result in a cessation or suspension of entitlements associated with membership in the Association.

#### ARTICLE 7 - COVENANTS

7.1 Use. The Property, Lots, and Improvements thereon shall be used only for business, commercial, governmental and professional activities or purposes, or for such other uses as the Association may from time to time approve and only in accordance with such reasonable rules and regulations as the Association may from time to time adopt.

7.2 Compliance with Laws. Each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property. Further, no Owner shall store or dispose of, or allow any person under the Owner's control or direction to store, release, discharge or emit from the Property or dispose of any material on the Property that is designated as hazardous or toxic under any federal, state or local law, ordinance or regulation. No use shall be made of an Owner's Lot which will in any manner violate the statutes or rules and regulations of any governmental authority having jurisdiction over the use of said Owner's Lot, notwithstanding any provision of this Declaration to the contrary.

7.3 Prohibited Activities. No offensive activity shall be carried on the Property, Lots, or Improvements, nor shall anything be done which may be or become an annoyance or a nuisance to the

other Owners of the Property or which might interfere with the beneficial use and enjoyment by the other Owners of their Lots. No Owner shall do or permit anything to be done or keep or permit to be kept in its Lot anything that would increase the rate of insurance of the Association. No Owner shall store any dangerous, explosive, hazardous or inflammable materials on its Lot.

7.4. Outside Storage. No Owner shall store any material, equipment or other items outside of a building, without the prior Approval of the Architectural Control Committee, which may require any such material, equipment or other items to be appropriately screened from public view.

7.5. Trash. All Lots and Improvements shall be kept in a clean and sanitary condition at all times. No trash, litter, junk, boxes, containers, bottles, cans, lumber, or other building materials shall be permitted to remain exposed upon any Lot so they are visible from any neighboring Lot or street except as is necessary during the period of construction. In the event any fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform with this Declaration; or if the structure is not to be rebuilt, all remaining portions of the structure, including the foundations and all debris, shall be promptly removed from the property. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner.

7.6. Temporary Structures. No structures of a temporary character, including, by example and not limitation, trailers, mobile homes, converted trailers, recreational vehicles, campers or tents shall be parked on any Lot for more than 24 hours. No temporary structures shall be permitted except as may be determined to be necessary during construction and as specifically authorized by the Architectural Control Committee.

7.7. Drainage. No Owner shall do or permit any work, place any landscaping or install any other Improvements or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Property, except to the extent such alteration and drainage pattern is approved in writing by the Architectural Control Committee.

7.8. Motorized Vehicles. No motorized vehicles of any type shall be parked or in any manner kept or placed on any portion of the Property except within designated parking areas or Improvements specifically designated for parking. The restrictions of this Section shall not, however, be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing services to the Property or for the Declarant, the Association, the Owners or the Tenants of the Buildings. No vehicles may be stored on the Property, except if such storage is necessary in the ordinary course of business.

7.9. Failure to Maintain. In the event an Owner shall fail to maintain the Lot and Improvements situate thereon, or perform its responsibilities pursuant to Article 5 above, in a manner satisfactory to the Association, pursuant to these covenants, after Approval of two-thirds (2/3) vote of the Association shall have the right through its agents and employees, to enter upon said premises, to remove any unauthorized items, and to repair, maintain, and restore the premises and exterior of the buildings and any other Improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of such Owner's Assessment.

#### SECTION 8 - MORTGAGES

8.1. Any first mortgagee, upon foreclosure of its lien on a Condominium Unit, or upon acceptance of a deed in lieu of foreclosure thereon, shall be required to pay any unpaid assessments owing on such unit which accrued prior to the acquisition of title to such unit by such mortgagee. Any assessment lien created or claimed by the Association shall be superior to the rights of any first mortgagee of any duly recorded first mortgage upon a Lot.

8.2. Notwithstanding anything contained in this Declaration to the contrary, the Association may, upon the affirmative vote of all Owners otherwise entitled to vote, execute a subordination agreement to mortgages and mortgagees not otherwise entitled thereto.

8.3. No breach of any provision of this Declaration shall impair or invalidate any lien of any duly recorded mortgage made in good faith and for value for encumbering a Lot, provided, however, that

all the charges, conditions, covenants, equitable servitudes, grants of easements, liens, limitations, reservations, restrictions, rights, and rights of way contained in this Declaration shall be binding upon and effective against any person who acquires title to or any beneficial interest in any Lot by way of foreclosure, or otherwise.

#### ARTICLE 9 - ENFORCEMENT

9.1 Violations Deemed a Nuisance. Every violation of this Declaration or any other of the Documents is deemed to be a nuisance and is subject to all the remedies provided for the abatement or correction of the violation. In addition, all public and private remedies allowed at law or in equity against anyone in violation of this Declaration shall be available.

9.2 Compliance. Each Owner or other occupant of any part of the Property shall comply with the provisions of the Documents as the same may be amended from time to time.

9.3 Failure to Comply. Failure to comply with the Documents shall be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Reasonable notice and an opportunity for a hearing as provided in the Documents shall be given to the delinquent party prior to commencing any legal proceedings.

9.4 Who May Enforce. Any action to enforce the Documents may be brought by the Declarant, the Association, or the Architectural Control Committee. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Documents, then the aggrieved Owner may bring such an action.

9.5 Remedies. In addition to the remedies set forth above in this Article, any violation of the Documents shall give to the Association, the Architectural Control Committee or the Declarant, on behalf of the Owners, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify, or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners and the meaning of the Documents. If the offense occurs on any easement the cure shall be at the expense of the Owner or other person responsible for the offending condition.

9.6 Nonexclusive Remedies. All the remedies set forth herein are cumulative and not exclusive.

9.7 No Waiver. The failure of the Association, the Declarant, the Architectural Control Committee, or any aggrieved Owner to enforce the Documents shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the Documents at any future time.

9.8 No Liability. No member of the Board, the Declarant, the Design Review Committee, the Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Documents at any time.

9.9 Recovery of Costs. If legal assistance is obtained to enforce any of the provisions of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party shall be entitled to recover all costs incurred by it in such action, including reasonable attorneys' fees (and legal assistants' fees) as may be incurred, or if suit is brought, as may be determined by the court.

#### ARTICLE 10 - GENERAL PROVISIONS

10.1 Term. The restrictions and limitations herein set forth are to be construed as covenants running with the land and shall be binding on all parties and all persons claiming any part of the above described property for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the Clerk of Albany County, Wyoming, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument approved by a majority vote of the Owners of the Property has been recorded in the office of said County Clerk, agreeing to change

