

ALBANY COUNTY, LARAMIE, WY
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**THE RESTATED AND AMENDED
DECLARATION OF CONDOMINIUM OF
REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUMS**

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REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUMS**

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RESTATED AND AMENDED DECLARATION OF CONDOMINIUM
of
Reynolds Crossing Professional Plaza Condominiums
Laramie, Albany County, Wyoming

THIS RESTATED AND AMENDED DECLARATION is made by the Board of Directors of the **REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION**, an unincorporated nonprofit association, "Association," for itself, its successors, grantees and assigns, this 14th day of March, 2003.

This Restated and Amended Declaration of Condominium "Declaration" replaces in its entirety the following: that certain *Declaration of Condominium of Reynolds Crossing Professional Plaza Condominiums*, dated January 29, 2001, and recorded as Document No. 2001 481, with attached exhibits; and that certain First Amendment to the Declaration of Condominium of Reynolds Crossing Professional Plaza Condominiums recorded February 28, 2001 as Document No. 2001 1014, with attached exhibits; and that certain Second Amendment to the Declaration of Condominium of Reynolds Crossing Professional Plaza Condominiums recorded September 24, 2001 as Document No. 2001 5930, with attached exhibits; and that certain Third Amendment to the Declaration of Condominium of Reynolds Crossing Professional Plaza Condominiums recorded December 4, 2001, as Document No. 2001 7747, with attached exhibits.

The above described January 29, 2001 Declaration of Condominium, as has been amended prior to this date, was made by TOG Development, Inc., a Wyoming corporation, for itself, its successors, grantees, and assigns, and TOG Development, Inc. shall continue to be referred to in this Declaration, as "Declarant."

Paragraph 26 of the Declaration of Condominium dated January 29, 2001, permits the amendment of the Declaration upon an eighty percent (80%) vote of the Owners, which amendment shall be executed by the Board of Directors of the Association and recorded with the Albany County Clerk, Albany County, Wyoming. By signing below the undersigned Directors, being all of the Directors of the Association, certify that by at least an eighty percent (80%) majority vote the Owners of Reynolds Crossing Professional Plaza Condominiums have approved the provisions of this Restated and Amended Declaration.

The Declaration is hereby restated and amended as follows:

1. ~~Submission to condominium ownership.~~ The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to condominium ownership and use in the manner provided by Wyoming Statutes §§34-20-101 through 34-20-104 (2001).

a. The name by which this condominium is to be identified is *Reynolds Crossing Professional Plaza Condominiums*.

b. The lands owned by the Declarant which are hereby submitted to the condominium form of ownership are the following:

Reynolds Crossing Professional Plaza Condominiums in the City of Laramie, Albany County, Wyoming, as more specifically described on the map and condominium unit descriptions, together with the buildings and improvements to be erected thereon and described on the plat attached hereto.

2. **Definitions:**

"Act" shall refer to the Condominium Ownership Act, W.S. §§34-20-101 through 34-20-104, (2001). The terms "Individual Air Space Unit," "Condominium Unit," "General Common Elements," "Limited Common Elements," and "Declaration" shall have the meanings as defined in this Declaration, or as defined in §34-20-103 of the Act if not specifically defined in this Declaration.

"*Reynolds Crossing Professional Plaza Condominiums*" shall mean the real property, improvements, and appurtenances submitted to condominium Ownership by this Declaration.

"Map" shall mean the site plan and drawings of "*Reynolds Crossing Professional Plaza*

Condominiums" as filed in the office of the Albany County Clerk, Albany County, Wyoming, and as such may be amended hereafter, in accordance with §34-20-104(b) of the Act.

"Association" shall mean the "*Reynolds Crossing Professional Plaza Condominium Association*," an unincorporated nonprofit association organized pursuant to the Uniform Unincorporated Nonprofit Association Act, W.S. §§17-22-101 through 17-22-115 (2001), and its successors and assigns, which shall administer the management and operation of *Reynolds Crossing Professional Plaza Condominiums*, and of which all Owners and the Declarant shall be members.

"Bylaws," a copy of which is attached hereto as Appendix "C" and incorporated herein by reference, shall mean the Restated and Amended Bylaws of the *Reynolds Crossing Professional Plaza Condominium Association*.

"Owner" shall mean the legal entity(ies) and/or natural person(s) which or who are record Owners in fee simple of a Condominium Unit in *Reynolds Crossing Professional Plaza Condominiums* as shown on the records of the County Clerk of Albany County, Wyoming. Owner does not include a person or entity having only a security interest or any other interest in a Condominium Unit solely as security for an obligation.

"Occupant" shall mean any legal entity(ies) and/or natural person(s) in possession of a Condominium Unit, including, but not limited to, an Owner, its employees, guests, invitees, licensees, and servants.

"Common Elements" shall be all the parts of the condominium property not included within the Condominium Unit boundaries as described in paragraph 5. Common Elements shall include the General Common Elements described in paragraph 9, the Building Common Elements described in paragraph 6, and the Limited Common Elements, described in paragraph 7.

"Common or Association Expenses" Common Expenses include (1) expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Elements, as may be required of the Association pursuant to this Declaration; (2) expenses declared Common Expenses by provisions of this Declaration, or of the Bylaws; and (3) any valid charge against the Condominiums as a whole, such as ad valorem taxes or insurance.

"Limited Common Elements" are the portion of Common Elements reserved for the exclusive use of one or more but fewer than all of the Condominium Units/Owners by this Declaration. The Limited Common Elements are described in paragraph 7.

"Building Common Elements" shall be the portions of a particular building which contain more than one (1) Condominium Unit and which are shared by the Condominium Units contained within the building. Building Common Elements are described in paragraph 6.

"Gross Leaseable Area" (GLA) is the total square footage of a Condominium Unit to be constructed on the land designated as *Reynolds Crossing Professional Plaza Condominiums*. The total GLA of *Reynolds Crossing Professional Plaza Condominiums* shall be determined by adding all above ground square footage of all Condominium Units constructed and one-half (½) of the below ground square footage plus 4,000. The maximum total GLA number which will be used to determine the proportion of common interest ownership to be owned by an Owner of a Condominium Unit is 69,500. Until such time as all Condominium Units within *Reynolds Crossing Professional Plaza Condominiums* are completed, this maximum total GLA number of 69,500 will be used as the denominator to determine the fractional ownership of Common Elements for each Owner. The numerator will be the actual square footage (GLA) existing within each Condominium Unit, using all above ground and one-half (½) of the below ground square footage. Upon completion of all Condominium Units, the actual total GLA will be determined and will thereafter be the denominator used to determine the fractional ownership of the Common Elements for each Owner.

3. **Reynolds Crossing Professional Plaza Condominium Unit Description.** *Reynolds Crossing Professional Plaza Condominiums* will consist of Condominium Units, each of which shall be deemed to consist of a separate fee simple interest in the Individual Air Space Unit, as described in the Map. Each Condominium Unit therein may be legally described and referred to for all purposes as follows:

Suite _____, Condominium Unit _____, together with an undivided percentage interest in the Common Elements in *Reynolds Crossing Professional Plaza Condominium* as more fully described in that certain Declaration of Condominium recorded January _____, 2001, as Document #2001 481, as Restated and Amended _____, 2003, as Document # _____, City of Laramie, Albany County, Wyoming.

Every such description shall be adequate and sufficient to convey, encumber, transfer or otherwise affect a Condominium Unit.

4. **Development Plans.** The condominium is being developed according to the following plans:

a. A map of the land to be developed or as developed, and the existing Condominium Units as of the date of this Declaration is attached hereto.

b. Condominium Unit descriptions for the development that has occurred as of the date of this Declaration are included on the plat attached hereto.

c. The improvements shall be or have been constructed by the Declarant substantially in accordance with the site plan and specifications which are filed with this Declaration. The Declarant may modify building size and location of any Condominium building to be constructed; however, no more than fourteen (14) buildings may be constructed, no more than 40,000 square feet of land will be covered by buildings and the total GLA shall not exceed 69,500. There may be one or more Condominium Units within a building, which Condominium Unit(s) shall contain not less than 1,250 square feet of GLA on one floor. Ownership of a Condominium Unit will include membership in the Association and the use and enjoyment of the General Common Elements, such as the gardens and landscaping, automobile parking areas, and other facilities located substantially as shown in the plans and specifications and described in paragraph 9, and exclusive or shared use of the Limited Common Elements and Building Common Elements as set forth in this Declaration.

d. This Declaration may be amended by filing such additional maps and Condominium Unit descriptions as may be required to describe adequately the development and completion of additional improvements and Condominium Units. Such additional improvements may be shown by maps and Condominium Unit descriptions certified by an architect, engineer, or surveyor certifying that the improvements and Condominium Units have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate when signed and acknowledged by the Declarant shall in themselves constitute an amendment to this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

5. **Condominium Units and Boundary Descriptions.** *Reynolds Crossing Professional Plaza Condominiums* initially is designed to contain not more than fourteen (14) buildings. A fewer number of buildings may be constructed and the buildings may vary in size, in accordance with the provisions contained herein. Paragraph 4, above, sets forth the parameters of future construction of condominium buildings and the Condominium Units which may be contained therein. Upon construction, any changes in the size of a building, location or number of buildings and Condominium Units contained therein shall be shown in an amendment to the plat map and recorded in the office of the Albany County Clerk. Boundaries of each Condominium Unit constructed and governed by this Declaration are described as follows:

a. **Upper Horizontal Boundary.** The upper horizontal boundary of a Condominium Unit is the horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams and rafters and of closed fireplace dampers, extended to an intersection with the vertical perimeter boundaries.

b. **Lower Horizontal Boundary.** The lower horizontal boundary of a Condominium Unit is the horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries and open horizontal unfinished surfaces of trim, sills and structural components.

c. **Vertical Perimeter Boundaries.** The vertical perimeter boundaries of a Condominium

Unit are the planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of poured concrete walls; the unfinished surfaces of the interior trim, fireplaces, and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions and partition walls between separate Condominium Units.

d. **Inclusions.** Each Condominium Unit will include the spaces and improvements lying within the boundaries described in Subsections (a), (b) and (c) above, and will also include the spaces and the improvements within or contiguous to those spaces containing any space heating, water heating, or air conditioning apparatus/compressor serving that Condominium Unit exclusively; and all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems, and television, telephone and electrical receptacles, and light fixtures and boxes serving that Condominium Unit exclusively.

e. **Exclusions.** Except when specifically included by other provisions of this Section, the following are excluded from each Condominium Unit: the spaces and improvements lying outside of the boundaries described in Subsections (a), (b) and (c) above; and all chutes, pipes, flues, ducts, wires, conduits, skylights, and other facilities running through or within any interior wall or partition for the purpose of furnishing utility and similar services to other Condominium Units or Common Elements or both. Also excluded are the General, Limited, and Building Common Elements.

f. **Noncontiguous Portions.** Certain Condominium Units may include special portions, pieces or equipment such as meter boxes, utility connection structures, and storage portions situated in buildings or structures that are detached or semi-detached from the buildings containing the principal occupied portion of the Condominium Units. This special equipment and storage portions are defined below in paragraph 7., Limited Common Elements.

g. **Inconsistency with Map.** If this description of the boundaries of a Condominium Unit are inconsistent with the Map, then this definition will control.

6. **Building Common Elements.** The following portions of a building which contain more than one Condominium Unit and which portions are shared by the Condominium Units contained within a building, but excluding any portion defined as a Condominium Unit, are Building Common Elements designated herein for the exclusive use of the building Occupants or Condominium Unit Owners. All expenses of maintenance, operation, repair, remodel, or replacement of the Building Common Elements, unless such expenses are covered by an Association insurance policy, are expenses to be paid solely by the Condominium Unit Owners so served calculated by dividing the square footage of each Condominium Unit within the building by the total square footage of the building or applicable Condominium Units and multiplying by the expense. Any deductible amount under an Association insurance policy attributable to loss of or to a Building Common Element or liability related thereto shall be an expense of the Condominium Unit Owners of such building according to the same formula as for payment of expenses set forth in this paragraph 6. Building Common Elements include, without limitation, the following:

a. Elements serving more than one Condominium Unit, including walkways, hallways, interior surfaces and spaces, landings, foyers, stairways, and elevators, if any, within a building containing more than one Condominium Unit; and

b. Air conditioning apparatus/compressors, furnaces, water lines, space heating, water heating, electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, and electrical receptacles and light fixtures and boxes serving more than one Condominium Unit within a building.

7. **Limited Common Elements.** The following portions of the Common Elements are Limited Common Elements assigned to and reserved for the exclusive use of each building Occupant or Condominium Unit Owner subject to subparagraph i of this paragraph 7. Limited Common Elements are defined as an area immediately surrounding each Condominium building beginning at the back of the sidewalk in front of each building and extending to the building, seven (7) feet on each side of the Condominium building and the area extending from the rear of each building to the

utility easement. Limited Common Elements for buildings containing more than one Condominium Unit shall be allocated to each Condominium Unit in a reasonable manner within the general guidelines established in this Declaration. Excluded from this definition of Limited Common Elements are all bicycle racks placed within the above described area by the Declarant and the 30' x 30' gathering area set forth on the Development Plans, all of which shall be General Common Elements. In addition, Limited Common Elements include:

a. All parts of a building and appurtenant structures or apparatuses, which are not specifically defined as being a part of a Condominium Unit or part of a Building Common Element.

b. Any shutters, awnings, window boxes, doorsteps, stoops, porches, decks, balconies, patios, and exterior doors and windows or other fixtures designed to serve a single Condominium building/Unit, but located outside the boundaries of the Condominium Building/Unit, are Limited Common Elements the use of which is reserved for the exclusive use of a building Occupant or Condominium Unit Owner. The repair, maintenance, and replacement of such items shall be the responsibility of the Association, unless such were added by a Condominium Unit Owner after initial construction was completed, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

c. Stoops, steps, and walls above door openings which are at the entrances to each building and provide access to less than all Condominium Units within such building are Limited Common Elements, the use of which is reserved for the Condominium Building/Units to which they provide access. The repair, maintenance, and replacement of such items shall be the responsibility of the Association, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

d. Attic space above Condominium Units having an attic, the access to which is restricted to such Condominium Unit, is a Limited Common Element, the exclusive use of which is reserved for such Condominium Unit Owner. The repair, maintenance, and replacement of this area, or improvements or fixtures therein, shall be the responsibility of the Condominium Unit Owner, except as such may be covered by insurance owned by the Association.

e. Storm windows and storm doors, if any, are Limited Common Elements the use of which is reserved for the Condominium Unit Owner of the Condominium Unit which they service. The repair, maintenance, and replacement of these items shall be the responsibility of the Association, unless such were added by a Condominium Unit Owner after initial construction was completed, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

f. Courtyards, patios and decks at the entrances to each Condominium Unit, the use of which is limited to the certain Condominium Unit(s) as shown on the Map, are Limited Common Elements the exclusive use of which is reserved for such Condominium Unit Owner(s). The repair, replacement, and maintenance of these items shall be the responsibility of the Association, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

g. Exterior surfaces (including roofs), trim and siding sheltering Condominium Units are Limited Common Elements the exclusive use of which is allocated to the Condominium Unit Owner of the Condominium Unit sheltered. The repair, replacement, and maintenance of these items shall be the responsibility of the Association, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

h. Mailboxes, name plates, and exterior lighting affixed to a building will be Limited Common Elements the use of which shall be reserved for the Condominium Building/Units served. Name plates affixed to the buildings shall be provided by and maintained by the Owner and shall be subject to the requirements set forth in paragraph 19(c). Except as otherwise specified, the repair, replacement, and maintenance of these items shall be the responsibility of the Association, although the expenses for such may be assessed to the Condominium Unit Owner(s) by the Association, rather than to the Condominiums as a whole.

i. Limited Common Elements allow each Condominium Unit Owner or building occupant

to have exclusive use of the above described areas or items, except to the extent there are General Common Area components, such as cables or wires, described in paragraph 9, located in the Limited Common Elements. Additional landscaping may be placed upon the Limited Common Elements by the Owner, as approved by the Association. The Owner may not add to the Condominium Unit, change the grade or remove or alter existing landscaping without the approval of the Board of Directors of the Association. The Owner may, without approval by the Board of Directors of the Association, install, alter, or remove and replace any improvements defined as Limited Common Elements, if such installation, alteration, or removal and replacement does not in any way alter the exterior appearance of a building, shall be done in a workmanlike manner, and complies with paragraph 15.

j. Any deductible amount under an Association insurance policy attributable to loss of or to a Limited Common Element shall be an expense of the Owner of such Condominium Unit having the exclusive use of such Limited Common Element.

8. **Shares of Common Elements.** Each Condominium Unit Owner shall own an undivided share in the Common Elements, subject to any exclusive right of use reserved to Condominium Unit Owners or building occupants, and in any surplus possessed by the Association based upon the formulas set out in this paragraph. The same formulas are to be used in reallocating interests if Condominium Units are added to the condominium property or if the number of Condominium Units is decreased. The undivided share in the Common Elements shall be allocated to each Condominium Unit based upon the following formulas:

a. The percentage of the undivided interest in the Common Elements allocated to each Condominium Unit is based upon the fraction that Condominium Unit's GLA (the numerator) bears to 69,500, the maximum total GLA assigned to the condominium development (the denominator).

b. The percentage of liability for Common Expenses allocated to each Condominium Unit is based upon the percentage that the Common Expense assigned to each Condominium Unit bears to the total Common Expense assigned to all Condominium Units.

c. At such time as all the Condominium Units are constructed upon the property herein dedicated to condominium development, a map of the completed development shall be recorded, which map shall contain the final GLA determination and percentages of ownership. The GLA of all Condominium Units shall then be totaled, with 4,000 square feet added Condominium Unit A, due to the size of the land mass associated with Condominium Unit A and the Common Elements attributable thereto, and the sum of all GLA's (total GLA) shall be the denominator for the final determination of the undivided interest to be attributed to each Condominium Unit. In no event shall such denominator exceed 69,500; however, it may be less than 69,500.

9. **General Common Elements Described.** The General Common Elements consist of the entire condominium property, excluding all parts of the Limited or Building Common Elements or Condominium Units and including, without limitation, the following:

a. The land on which the buildings are erected;

b. Yards, gardens, parking, and driveway areas;

c. All central or appurtenant installations for services, including, but not limited to: power, light, telephone, computer, or gas that are used for the benefit of more than one building or the *Reynolds Crossing Professional Plaza Condominiums*, as a whole (including all cables, conduits, ducts, pipes, or wires used in connection with such services, whether located in the General, Limited, or Building Common Elements);

e. All sewer pipes and water services;

f. All other parts of the condominium property not otherwise specified.

10. **Development Rights and Other Special Declarant Rights.** The Declarant reserves the following development rights, except, in no event shall Declarant exceed fourteen (14) Condominium Buildings or 40,000 square feet of land covered by buildings on the initial land

submitted to condominium ownership:

a. The right by amendment to modify the size of Condominium Units, Common Elements and Limited Common Elements in the locations which are identified on the map and are within the description of *Reynolds Crossing Professional Plaza Condominiums*;

b. These development rights may be exercised at any time, but not more than ten (10) years after the original recording of this Declaration;

c. The quality of construction of any buildings and improvements upon the property shall be at least substantially as good as the quality of those constructed at the time this Declaration was initially recorded.

11. **Encroachments.** If any portion of the Common Elements shall encroach upon any Condominium Unit, or if any Condominium Unit shall encroach upon any other Condominium Unit or upon any portion of the Common Elements as a result of the construction of the buildings, or as a result of settling or shifting of the building, such changed boundaries shall be deemed to constitute the boundaries of the Condominium Unit and the Common Elements. In the event a Condominium Unit, or adjoining Common Element, shall be partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment which may occur on a part of the Common Elements or Condominium Unit shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

12. **Condominium Unit Division/Partition.** The Common Elements shall be managed by the Association, and no Owner or any other person shall bring an action for partition or division of the Common Elements or a Condominium building/Unit. A Condominium building may be further divided only in the event the right to do so has been granted to the Owner in the conveyance of the Condominium building/Unit by the Declarant. In the event such right of division is so conveyed, the Condominium Unit(s) so divided shall contain not be less than 1,250 square feet of GLA on one floor, shall have a separate entrance and shall be separated from the contiguous Condominium Units by walls designed to provide for separate use and privacy of the Condominium Unit. Utilities, air conditioning, water heater and furnace expenses, incurred with replacement, repair or otherwise, which are common to a Condominium building containing more than one Condominium Unit shall be shared by the Condominium Unit owners in proportion to the square footage occupied by each Condominium Unit Owner, pursuant to paragraph 6. Unless a right of division has been granted to a Condominium building/Unit Owner by the Declarant, no action shall be brought for partition or otherwise of a Condominium building/Unit between or among the Owners thereof. Except as herein set forth, each Owner hereby expressly waives any and all rights of division and/or partition of a Condominium Unit.

13. **Owner Use and Easements.** Each Owner shall have the exclusive right to use and occupy its Condominium Unit as defined herein. Subject to this Declaration and the Bylaws adopted by the Association, and any reservations or restrictions of record, each Owner and/or Occupant shall have the right to use, in common with all other Owners/Occupants, the General Common Elements for the purposes intended; including access from the public sidewalks and streets to the building and its Condominium Unit. In addition, each Owner/Occupant shall have an easement to, through, and over, the General Common Elements to the extent necessary for such Owner's use of a General, Limited or Building Common Element, for access, maintenance, and replacement in regard to its Condominium Unit.

14. **Other Easements.**

a. The Association, or its agents, shall have a right of access to each Condominium Unit from time to time during regular business hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Owners or their agents shall also have access to each Condominium Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Condominium Unit.

b. Private and public utilities furnishing services to the Association for common use, such as cable television, electricity, natural gas, telephone, and water, shall have access to the Common Elements and to each Condominium Unit as may be desirable or necessary for the installation, maintenance or repair of such services.

c. Ambulance, fire protection, law enforcement and like emergency service personnel shall have access across, upon and through *Reynolds Crossing Professional Plaza Condominiums* in the performance of their duties.

d. The Declarant hereby reserves to itself, successors, agents, licensees and assigns access to the real property for purposes of ingress, egress over the common area and access to the above-described real property described as *Reynolds Crossing Professional Plaza Condominiums*, for development of such property and any contiguous or adjacent real property for the purpose of constructing and maintaining improvements, including, but not limited to, drainage, installing and maintaining utilities and services to all of the above described real property, and for the purpose of constructing and maintaining improvements and installing and maintaining utilities and services to any contiguous or adjacent property owned by Declarant. Declarant shall make reasonable efforts to avoid undue interference with the business activities of Condominium Owners.

15. Maintenance and Alteration of the Condominium Unit and Limited Common Elements.

a. The Association shall maintain, repair, and replace all portions and appurtenances of the General Common Elements and Limited or Building Common Elements, unless made specifically the responsibility of a Condominium Unit Owner or Owners.

b. The maintenance, repair, remodel, and replacement of the following which serve a single Condominium Unit: interior surfaces of all perimeter walls, interior walls, dividers, partitions, columns, ceilings, and floors; the interior finish of walls (including paint, wall, and wainscoting), ceilings, and floors (including paint and floor coverings); window coverings, heating, air conditioning, plumbing, or electrical apparatuses or systems; wiring; pipes; ducts; conduits; elevators; smoke or fire detector systems or fire suppression systems; and television, telephone and electrical receptacles; light fixtures; chutes, chimneys, pipes, flues, ducts, wires, conduits, columns, cabinetry and all other fixtures, whether defined as Limited Common Elements or a part of a Condominium Unit shall be the responsibility of the Condominium Unit Owner pursuant to this Declaration, except to the extent costs for such may be covered by insurance owned by the Association. If any of the listed items in this paragraph are considered Building Common Elements, paragraph 6, above, shall apply to such maintenance, repair, remodel, and replacement. If an Owner should fail to maintain its Condominium Unit or Limited or Building Common Elements in a good state of maintenance and repair, then the Association may undertake such obligation and assess the cost to such Owner or Owners. In the event an Owner shall own more than one contiguous Condominium Unit(s), the Owner may relocate or remove partitions, walls, plumbing, electrical systems, etc. so long as such removal or relocation does not affect the integrity of the Common Elements or cause expense to the Association as a result of such changes.

c. Except as elsewhere reserved to the Declarant, an Owner shall not make any alteration in the portions of a Condominium Unit, Limited Common Element, Building Common Element, or building, and may not remove any portion thereof, make any additions thereto, or do anything which would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining approval in writing of the Board of Directors of the Condominium Association. A copy of plans for all work, whether or not approval is necessary pursuant to this Declaration, shall be provided to the Board of Directors of the Association and the Board's consent, if required, shall be obtained by the Owner prior to the start of the work.

16. Maintenance and Alteration of Common and Limited Common Elements. The cost of maintenance, repair, remodel, and replacement of Common, including General, Limited, and Building Common Elements, except to the extent such costs are the responsibility of an Owner or Owners as set forth in this Declaration, shall be an expense of the Association, as set forth in this Declaration and the Bylaws attached hereto. Allocable Common Expenses in connection with the Common Elements include, but are not limited to, the following:

- a. All general maintenance and repairs, resurfacing, painting, restriping, cleaning, snow and ice removal, sweeping and repair of sidewalks, curbs, parking lots, art and signs.
- b. Sprinkler systems, planting, landscaping and fencing.
- c. Lighting and other utilities.
- d. Directional signs and other markers and bumpers.
- e. Maintenance, replacement, and repair of any fire protection systems.
- f. Automatic sprinkler systems, lighting systems, storm drainage systems, and any other utility systems.
- g. Personnel to implement such services and to police the Common Elements.
- h. Police and fire protection services.
- i. All costs and expenses pertaining to contracted security for *Reynolds Crossing Professional Plaza Condominiums*, if any.
- j. Depreciation on maintenance and operating machinery and equipment, if owned, and rental paid for such machinery and equipment, if rented, and costs of small tools and supplies.
- k. Adequate public liability and property damage insurance on the Common Elements.
- l. All acquisition costs of maintenance equipment.
- m. Reasonable wages, salaries and fringe benefits (including employer related costs such as social security and worker's compensation contributions) paid to Association employees, including Owner personnel, if any, who perform functions that are properly allocated to such Common Elements, as authorized by the Association.
- n. Annual contribution to a sinking fund providing for the replacement of the parking lot area surface, as determined by the Association.
- o. Holiday or special event decoration displays for *Reynolds Crossing Professional Plaza Condominiums*, including expense of installation and dismantling, as determined by the Association.
- p. All other items of cost which are properly incurred for the maintenance and operation of the Common Elements, and authorized by the Association.
- q. Maintenance, repair, remodel, and replacement of the Limited and Building Common Elements not specifically designated as the responsibility of an Owner or Owners.
- r. Insurance deductible amounts, not specifically designated as the responsibility of an Owner or Owners.

17. **Assessments.**

- a. Assessments against Owners for Common Expenses shall be made pursuant to the Bylaws of the Condominium Association and shall be allocated as set forth in paragraph 8 of this Declaration. The Common Expenses shall include charges for water used to irrigate and maintain landscaping within the Common Elements, the meter for which is independent of the water meters associated with the individual Condominium buildings/Units.
- b. 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.

c. 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.

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

e. In the sole discretion of the Board of Directors of the Association, failure to pay assessments and/or taxes, when due, may result in a cessation or suspension of entitlements associated with membership in the Association.

18. **Association.** The Association shall administer the management and operation of *Reynolds Crossing Professional Plaza Condominiums* in accordance with this Declaration, the By-laws, and the Map, now of record, in favor of the City of Laramie, so as to maintain *Reynolds Crossing Professional Plaza Condominiums* as a first-class space for business, commercial, governmental, and professional uses. The Bylaws of the Association are hereby adopted pursuant to this Declaration and shall hereafter be binding on the Association.

19. **Restrictions.**

a. **Use.** Condominium Units within *Reynolds Crossing Professional Plaza Condominiums* shall be used only as space 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. In all events, permitted retail sales shall be limited to sales which are purely incidental to the business activities of the Condominium Unit occupant.

b. **Prescribed Activities.** No offensive or unlawful activity shall be carried on in any Condominium Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the other Owners or Occupants in *Reynolds Crossing Professional Plaza Condominiums* or which might interfere with the beneficial use and enjoyment by the other Owners of their Condominium Units and the Common Elements. No Owner shall do or permit anything to be done or keep or permit to be kept in its Condominium Unit or on the Common Elements anything that would increase the rate of insurance on *Reynolds Crossing Professional Plaza Condominiums* or Condominium Association. No Owner shall store any dangerous, explosive, hazardous or inflammable materials in its Condominium Unit or upon the Common Elements. Further, no Owner shall store any material, equipment or other items outside of the Condominium Units.

c. **Signs.** No advertisement, notice, or sign shall be displayed or installed in any Common Element or otherwise so as to be visible from a Common Element or from the exterior of the building, without first obtaining the consent of the Declarant, which consent will not be unreasonably withheld. Declarant shall initially provide space and frame(s) to accommodate an exterior sign or signs near the entryway of the parking lot upon which an Owner may, at its sole expense, affix a sign of equal size with other Owners, containing its name, logo and description of services offered. The sign shall conform in style and general appearance with other signs and the frame. Any additional signs shall be approved by the Declarant until the development is completed and thereafter by the Board of Directors of the Association. All signs shall be in conformance with applicable city codes. In no event shall any sign be placed in the Common Element or on the exterior of the building in excess of twelve (12) square feet. Declarant may temporarily or permanently delegate its authority for sign approval to the Association at any time. Individual signs shall be restricted and limited to placement on building walls. No signs shall be permitted to be placed on the building fascia or roofs.

d. **Common Elements.**

i) The Common Elements shall not be used for storage of equipment, personal property, refuse, supplies, or trash of any kind. Parking areas, sidewalks, and stairs shall not be obstructed in any way and shall not be used for other than their intended purposes. In general, no activities shall be conducted nor conditions maintained by any Owner either in its Condominium Unit or upon the Common Elements which despoils the appearance of *Reynolds Crossing Professional Plaza Condominiums*.

ii) Each Owner shall use due care to avoid damaging any of the Common Elements, including, but not limited to, water or other utility supplies throughout *Reynolds Crossing Professional Plaza Condominiums* and each Owner shall be responsible for its negligence or misuse of any of the Common Elements or its own facilities resulting in damage to the Common Elements.

iii) No Owner shall paint or otherwise decorate or change the appearance of any portion of the Common Elements, except as authorized herein.

iv) Each Owner shall promptly report to the Association any defect or need for repairs or replacement, the responsibility for which is that of the Association.

e. **Condition.** Each Owner shall maintain its Condominium Unit, with associated Limited or Building Common Elements, in an attractive appearance and in good, clean, habitable, safe and sanitary condition.

20. **Mortgages.**

a. 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 Condominium Unit which accrued prior to the acquisition of title to such Condominium 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 Condominium Unit.

b. No amendment to this Declaration shall affect the rights of any such mortgagee if such mortgage is made in good faith and for value, provided that such mortgage is recorded prior to the recordation of such amendment and written notice of delivery and recordation of said mortgage is given to the Association in accordance with the Bylaws.

c. 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 or extend the benefits of subparagraphs a. and b. of this paragraph to mortgages and mortgagees not otherwise entitled thereto.

d. 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 Condominium Unit, 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 Condominium Unit by way of foreclosure, or otherwise.

21. **Mechanic's Liens.** No labor performed nor materials delivered to any Condominium Unit with the consent or at the request of the Owner thereof shall be the basis for filing a lien against any other Condominium Unit or against any of the Common Elements.

22. **Notice of lien or suit.** An Owner shall give notice to the Association of every lien upon its Condominium Unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after receiving notice of the attaching of the lien. Notice shall be given to the Association of every suit or other proceeding which may affect the title to its Condominium Unit within five (5) days after the Owner receives knowledge thereof.

23. **Taxation.**

a. Each Condominium Unit shall be assessed and taxed for real estate tax purposes as

a separate parcel, entirely independent of the Association or the Common Elements thereof, and each Owner shall be solely responsible for the timely payment of all real estate taxes assessed against its Condominium Unit.

b. The Association may be assessed as the entity owning the real property underlying the Condominium Units and all Common Elements for real estate tax purposes and may be assessed for personal property taxes for Common Element improvements. In such event, the Association shall pay such taxes and such taxes shall be treated as a Common Expense of the Association.

c. Each Condominium Unit may be assessed and taxed for its undivided interest in the Common Elements, entirely independent of the Association. In such event, each Owner shall be solely responsible for the timely payment of the taxes assessed against its undivided ownership of the Common Elements.

d. Failure to pay taxes assessed against a Condominium Unit, assessments from the Association for taxes assessed against the Association or other assessments as may be assessed by the Association will result in a lien against the applicable Condominium Unit(s) and may result in a cessation of membership in the Association and the entitlements deriving therefrom.

24. Insurance.

a. The Association, regardless of whether legal title to any particular component or improvement of *Reynolds Crossing Professional Plaza Condominiums* is held by the Association or Condominium Unit Owners, has an insurable interest in such component or improvement. It is in the Association's and Condominium Unit Owners' best interest that there be sufficient insurance to rebuild all existing improvements in the event of casualty loss in order to preserve the market value and appearance of the whole development. Therefore, the Association shall purchase and maintain insurance policies on the condominium property covering the items described in subparagraph b. of this paragraph, for the benefit of the Association, the Owners, and their mortgagees as their interest may appear.

b. Insurance provided by the Association shall cover all buildings, improvements, and fixtures upon the land whether legal title is in the Association or in the Owner or Owners, and shall include any interior finishes of a Condominium Unit. Such insurance shall also cover all Association owned personal property included in the General, Limited, or Building Common Elements or wherever located. The Association insurance coverage shall be in an amount equal to the insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association, in consultation with the Condominium Unit Owners. Such coverage shall afford protection against loss or damage by fire and other hazards or risks as are customarily covered. The Board of Directors may obtain liability or other insurance, in such amounts and with such coverage as it determines to be necessary. In the event this provision is inconsistent with any other provision contained within the Declaration or Bylaws of the *Reynolds Crossing Professional Plaza Condominium Association*, this provision shall apply.

c. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

d. Each Owner is responsible for its own liability insurance and any insurance coverage for all of its personal or other property wherever located. All casualty insurance for the portions of a building for which legal title is held by an Owner shall be procured and maintained by the Association pursuant to Section III of the Bylaws and this paragraph 24.

25. Compliance and Default.

a. Each Owner shall be governed by and shall comply with the terms of this Declaration, the Bylaws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Declarant, the Association or other Condominium Unit Owners to the relief described in subparagraph b. of this paragraph in addition to any other applicable legal or equitable remedies.

b. An Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of an Owner's family, guests, employees, customers, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of a Condominium Unit or its appurtenances. In any proceeding arising out of an Owner's alleged default, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

c. The failure of the Association or any Owner to enforce any covenant, restriction, or other provision of this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

26. **Amendment.** Except as otherwise provided herein with respect to Condominium Unit size and location, this Declaration may be amended by the affirmative vote of eighty percent (80%) the Owners, based upon the voting procedure as set forth in the Bylaws and shall be executed by the Board of Directors of the Association. All amendments shall be recorded with the Albany County Clerk, Albany County, Wyoming.

27. **Binding Effect.** All present and future Owners and Occupants of Condominium Units shall be subject to, and shall comply with, the provisions of this Declaration, as they may be amended from time to time, and all items of record affecting title to the property. The acceptance of the Condominium Unit deed or the entering into occupancy of a Condominium Unit shall constitute an agreement that:

a. This Declaration of Condominium, the Bylaws, and the rules and regulations of the Association, as they may be amended from time to time, and all items of record affecting title to the Condominium Unit and *Reynolds Crossing Professional Plaza Condominiums*, are accepted, confirmed and ratified by each such Owner or Occupant, and all such provisions shall be deemed to be covenants running with the land to bind any person having at any time an interest or estate in such Condominium Unit; and

b. The provisions of this Declaration shall be binding upon and inure to the benefit of the Declarant and its successors and assigns and shall benefit, burden, and run with the land. Declarant, upon complete development of the above-described real property may file for record a statement that its approval need not be obtained as provided herein and such will be sufficient to amend any provision requiring Declarant approval contained in this Declaration.

28. **Severability.** The invalidity of any provision of this Declaration shall not be deemed to affect or impair in any manner the validity or enforceability of the remainder of this Declaration and, in such event, all the provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

EXECUTED this 4th day of March, 2003.

Reynolds Crossing Condominium Association

Kathy J. Greaser
Kathy J. Greaser, Director

Donald P. Prehoda, Jr.
Donald P. Prehoda, Jr., Director

Lucie Pendley
Lucie Pendley, Director

STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Kerry J. Greaser, Lynne Pendley, and Donald P. Prehoda, Jr., Directors, this 4th day of March, 2003.

Witness my Hand and Official Seal.

Victoria S. Lewis
Notary Public

My Commission expires: 2/7/06

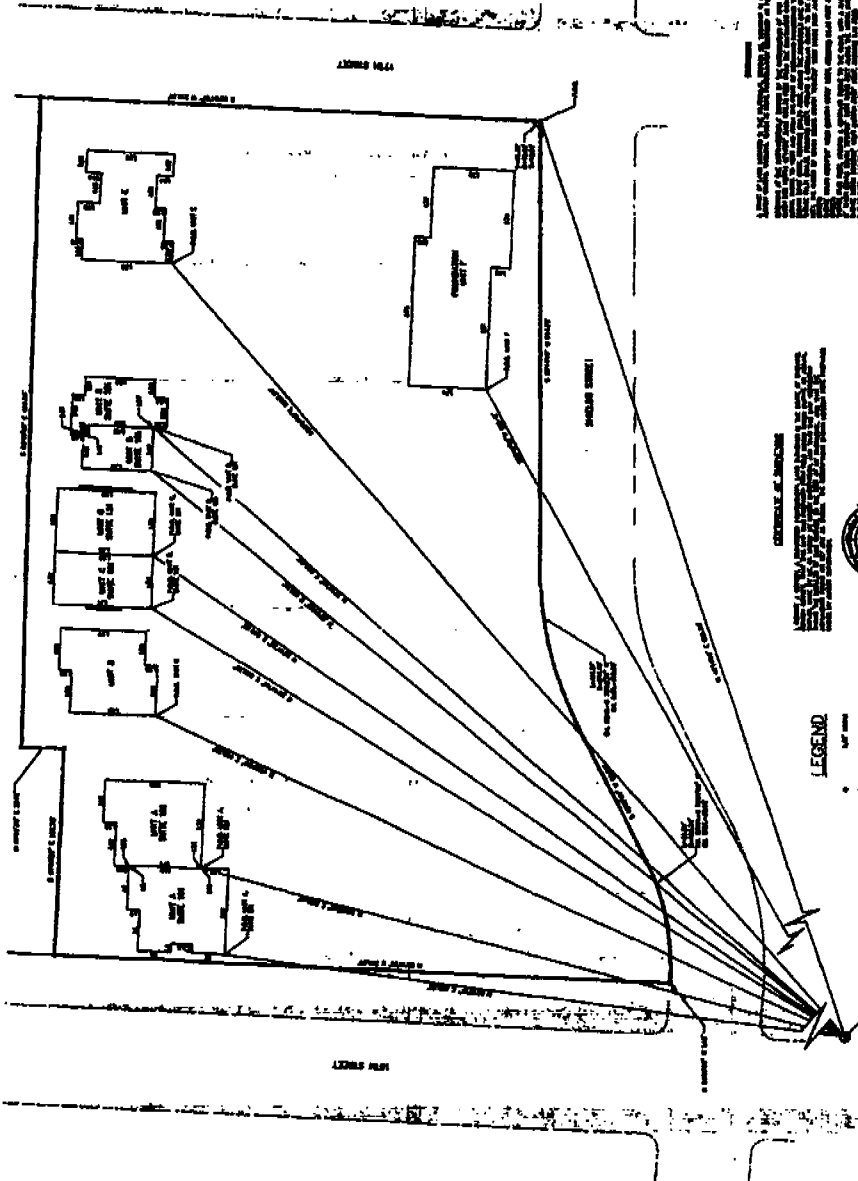


REYNOLDS CROSSING
 PROFESSIONAL PLAZA CONDOMINIUM
 LARAMIE, WYOMING

ALBANY COUNTY, LARAMIE, WY
 JACKIE R GONZALES, ALBANY COUNTY CLERK

05/31/2003 #2003-2270
 10:15:00AM 18 OF 50

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REYNOLDS CROSSING	12-04-2001	04-40
PROFESSIONAL PLAZA CONDOMINIUM	12-04-2001	04-40
LARAMIE, WYOMING	12-04-2001	04-40

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PROFESSIONAL PLAZA CONDOMINIUM	12-04-2001	04-40
LARAMIE, WYOMING	12-04-2001	04-40

OFFICE OF THE COUNTY CLERK
 ALBANY COUNTY, WYOMING



LEGEND

- 1. LOT AREA
- 2. TOTAL AREA
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- 4. TOTAL AREA

FILE DATE: 12/04/2001 FILE TIME: 04:40
 ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 7747

PAGE #: 0002 OF 0002
 COUNTY CLERK DOC #: 2001 7747

**THE RESTATED AND AMENDED BYLAWS OF
REYNOLDS CROSSING PROFESSIONAL PLAZA
CONDOMINIUM ASSOCIATION**

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An Unincorporated Nonprofit Association**

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RESTATED AND AMENDED BYLAWS
of
REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION
a unincorporated nonprofit association

THESE RESTATED AND AMENDED BYLAWS are made by the Board of Directors of the **REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION**, an unincorporated nonprofit association, "Association," for itself, its successors, grantees and assigns, this 4th day of March, 2003.

These Restated and Amended Bylaws, "Bylaws" replace in its entirety the following: those certain Bylaws, dated January 29, 2001, which were attached to and incorporated into, as Appendix "C," that certain *Declaration of Condominium of Reynolds Crossing Professional Plaza Condominiums*, dated January 29, 2001, recorded as Document No. 2001 481.

Section VII of the Bylaws, dated January 29, 2001, permits the amendment of the Bylaws upon an eighty percent (80%) vote of the Members of the Association entitled to vote, which amendment shall be acknowledged by the President and Secretary of the Board of Directors of the Association certifying the adoption of the amendment and shall be effective when recorded with the Albany County Clerk, Albany County, Wyoming. As hereinafter amended in this document, such eighty percent (80%) vote to amend shall be acknowledged by the Board of Directors of the Association, rather than the President and Secretary of the Board of Directors, certifying the adoption and shall be effective when recorded with the Albany County Clerk, Albany County, Wyoming.

By signing below the undersigned Directors, being all of the Directors of the Association, certify that by at least an eighty percent (80%) vote the Owners of Reynolds Crossing Professional Plaza Condominiums have approved the provisions of these Restated and Amended Bylaws.

The Declaration is hereby restated and amended as follows:

All terms defined in the Declaration of Condominium for *Reynolds Crossing Professional Plaza Condominiums*, hereinafter "Declaration," shall have such defined meanings when used in these Bylaws.

I. THE ASSOCIATION

1.01 Principal Office. The principal office of the Association shall be at 1267 N. 15th St., Laramie, Wyoming 82072, until such time as the membership determines an alternative location.

1.02 Members. Membership in the Association and voting by Members of the Association shall be in accordance with the Declaration and these Bylaws. The following provisions shall apply:

a) **Annual Meetings.** The annual meetings shall be held on the third Tuesday of November of each year at ten o'clock a.m.

b) **Special Meetings.** Special meetings may be called at any time by any Director or Member.

c) **Place of Meetings.** The place of the meeting shall be at the principal office of the Association unless a waiver specifying a different place is signed by all Members.

d) **Notice of Meetings.** Written notice of date, time and subject matter of all meetings shall be given to each Member at the address given by such Member to the Association no fewer than ten (10) nor more than thirty (30) days prior to the meeting date. If any Member should fail to give an address to the Association for the giving of notices, all notices shall be sent to the address of the Condominium Building/Unit of such Member on record with the Association.

e) **Quorum.** The presence of Members holding 67% the votes of the Association shall constitute a quorum. If such quorum should not be present, the Members present shall have the