

**THE DECLARATION OF CONDOMINIUM OF
REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUMS**

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REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUMS**

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DECLARATION OF CONDOMINIUM

of

Reynolds Crossing Professional Plaza Condominiums

Laramie, Albany County, Wyoming

THIS DECLARATION is made by **TOG DEVELOPMENT, INC.**, a Wyoming corporation, "Declarant," for itself, its successors, grantees, and assigns.

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 (1999 ed.).

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 is 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 unit descriptions, together with the buildings and improvements to be erected thereon and described in Appendix "A", "B-1," "B-2," and "B-3" attached hereto.

2. **Definitions:**

"Act" shall refer to the Condominium Ownership Act, W.S. §§34-20-101 through 34-20-104, (1999 Repub. Ed.). The terms "Individual Air Space Unit," "Condominium Unit," "General Common Elements," "Limited Common Elements," and "Declaration" shall have the meanings as defined in §34-20-103 of the Act.

"*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 (1999 edition), 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 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 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, which Common Elements are more particularly described in paragraph 9.

"Common expenses" include (1) expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the Condominium Units to be maintained by the Association; (2) expenses declared common expenses by provisions of this Declaration or by the Bylaws; and (3) any valid charge against the Condominiums as a whole, such as ad valorem taxes for the year in which this Declaration is recorded. Common expenses are not applicable to Building Common Elements, as defined herein.

"Limited Common Elements" are the portion of Common Elements allocated for the exclusive use of one or more but fewer than all of the Units 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 Units contained within the building. Building Common Elements are described in paragraph 6.

"Gross Leaseable Area" (GLA) is the total square footage of a 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 units constructed and one-half (1/2) 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 (1/2) of the below ground square footage. Common element ownership is more fully described in paragraph 8. 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 _____, 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 and the initial units is attached hereto as Appendix "A."

b. Unit descriptions for the initial development are attached hereto as Appendix "B-1," "B-2," and "B-3."

c. The improvements shall be 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; 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 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 gardens and landscaping, automobile parking areas, and other facilities located substantially as shown in the plans and specifications.

d. This Declaration may be amended by filing such additional maps and unit descriptions as may be required to describe adequately the development and completion of additional improvements and units. Such additional improvements may be shown by maps and unit descriptions certified by an architect, engineer, or surveyor certifying that the improvements and 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 Appendix "A" and recorded in the office of the Albany County Clerk. Boundaries of each unit constructed and governed by this Declaration are described as follows:

a. **Upper Horizontal Boundary.** The upper horizontal boundary of a 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 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 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 Units.

d. **Inclusions.** Each 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 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 unit exclusively.

e. **Exclusions.** Except when specifically included by other provisions of this Section, the following are excluded from each 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 units or Common Elements or both.

f. **Noncontiguous Portions.** Certain 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 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 unit are inconsistent with the Map, then this definition will control.

6. Building Common Elements. The following portions of a building which contains more than one Condominium Unit and which portions are shared by the Units contained within a building are Building Common Elements assigned to and allocated for the exclusive use of the building Occupants. Building Common Elements are not included within the definition of "Common Expenses." All expenses of maintenance, operation, repair or replacement of the Building Common Elements are expenses to be paid solely by the Condominium Unit Owners based upon the square footage of each unit within the building. Building Common Elements include:

a. Walkways, hallways, interior surfaces and stairways, if any, within a building containing more than one unit, are Building Common Elements allocated exclusively to the units which are located in the building and for which they are intended to provide ingress to and from Common Elements.

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 not serving a Condominium Unit exclusively.

7. Limited Common Elements. The following portions of the Common Elements are Limited Common Elements assigned to and allocated for the exclusive use of each Owner. 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. 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 Common Elements. In addition, Limited Common Elements include:

a. With the exception of the air conditioning apparatus/compressors, if a chute, pipe, flue, duct, wire, conduit, bearing wall, bearing column or other fixture lies partially within and partially outside of the designated boundaries of a building/unit, the portion serving only the unit is a Building Common Element allocated exclusively to the unit; and any portion serving more than one unit or a portion of the Common Elements is a part of the Common Elements.

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 building/unit, but located outside the boundaries of the building/unit, are Limited Common Elements allocated

exclusively to the building/unit.

c. Stoops, steps, and walls above door openings which are at the entrances to each building and provide access to less than all units within such building are Limited Common Elements allocated exclusively to the units to which they provide access.

d. Attic space above units having an attic, the access to which is restricted to such unit(s), is a Limited Common Element, the use of which is allocated exclusive to such unit(s).

e. A chimney servicing only the unit in which its fireplace is located is a Limited Common Element allocated exclusively to such unit. In the event of a multiple-flue chimney, each flue will be a Limited Common Element allocated exclusively to the unit containing its fireplace while the chimney will be a Limited Common Element allocated exclusively to units using the flues.

f. Storm windows and storm doors, if any, are Limited Common Elements allocated exclusively to the building/unit which they service.

g. Courtyards, patios and decks at the entrances to each unit, the use of which is limited to the certain unit(s) as shown on the Map, are Limited Common Elements allocated exclusively to such unit(s).

h. Exterior surfaces (including roofs), trim and siding sheltering units are Limited Common Elements allocated exclusively to the units sheltered.

i. Mailboxes, name plates, and exterior lighting affixed to a building will be Limited Common Elements allocated exclusively to the 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).

Limited Common Elements allow each unit Owner to have exclusive use of the above described area surrounding the unit. 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 existence of Limited Common Elements and the ability to improve such shall in no way limit the responsibility of the Association for snow removal or to maintain and repair such Limited Common Elements

8. **Shares of Common Elements.** Each Condominium Unit Owner shall own an undivided share in the common elements 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 units are added to the condominium property or if the number of units is decreased. The undivided share in the common elements shall be allocated to each unit based upon the following formulas:

a. The percentage of the undivided interest in the common elements allocated to each 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 unit bears to the total common expense assigned to all 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 Unit A, due to the size of the land mass associated with 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 unit. In no event shall such denominator exceed 69,500; however, it may be less than 69,500.

9. **Common Elements Described.** The Common Elements consist of the entire condominium property, excluding all parts of the buildings, as described in paragraphs 5 and 6, above, and including, without limitation, the following:

a. The land on which the buildings are erected;

b. All foundations, columns, girders, beams, and supports;

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

d. 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 a Condominium Unit but are not located within that Condominium Unit's boundaries (including all cables, conduits, ducts, pipes, or wires used in connection with such services, whether located in common areas or in limited common areas);

e. All sewer pipes and water services;

f. All other parts of the condominium property and all apparatus and installations to existing in the buildings or on the property for common use or necessary or convenient to the existence, maintenance, or safety of the condominium units.

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 shall be permitted, and a valid easement for such encroachments and for its maintenance shall exist so long as the building stands.

12. **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 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 units by walls designed to provide for separate the use and privacy of the 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 unit shall be shared by the unit owners in proportion to the square footage occupied by each unit Owner. 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 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 Common Elements to the extent necessary for such Owner's use of a 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 agent 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.**

a. The Association shall maintain, repair, and replace all portions and appurtenances of the Common and Limited Common Elements.

b. Each Owner shall be solely responsible for and shall bear the cost of maintenance, repair and replacement of the following items that are within, or appurtenant to, such Owner's Condominium Unit as defined herein: interior surfaces of all perimeter walls, all bearing columns and walls, and the walls of the utility chases and of the floors (including floor and wall coverings, and paint) and all interior dividers, partitions, and walls, and all electrical, lighting, plumbing, other equipment or fixtures located within and serving only such Condominium Unit, including the air conditioning apparatus/compressor, and all cables, conduits, ducts, pipes, plumbing and wires

located in and attached to another Condominium Unit or a Limited Common Element which serve only such Owner's Condominium Unit. If an Owner should fail to maintain its Condominium Unit in a good state of maintenance and repair, then the Association may undertake such obligation and assess the cost to such Owner. 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. The Owners within a building containing Building Common Elements shall be solely responsible for the expenses associated therewith, as set forth in paragraph 6.

d. Except as elsewhere reserved to the Declarant, an Owner shall not make any alteration in the portions of a Condominium Unit or building which are to be maintained by the Association, remove any portion thereof, make any additions thereto, 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 such approved work shall be provided to the Association and the consent of the Association 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, and replacement of Common Elements (except to the extent such costs are borne by each Owner as set forth in paragraph 14) shall be an expense of the Association, as set forth in this Declaration and the Bylaws attached hereto. Allocable Association expenses in connection with the Common Elements include 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 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 areas.
- 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 Area, and authorized by the Association.

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 Area, 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 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 unit occupant.

b. **Proscribed 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 the responsibility for which is that of the Association.

e. **Condition.** Each Owner shall maintain its Condominium Unit 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 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 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 his 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 give to the Association of every suit or other proceeding which may affect the title to his 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 Areas for real estate tax purposes and may be assessed for personal property taxes for Common Area 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 Unit(s) and may result in a cessation of membership in the Association and the entitlements deriving therefrom.

24. **Insurance**

a. The Association shall purchase insurance policies upon 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 interests may appear.

b. Insurance shall cover all buildings and improvements upon the land, all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards or risks as are customarily covered. The Board of Directors shall obtain liability or other insurance, in such amounts and with such coverage as it determines to be necessary.

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 a Condominium Unit and personal property contained therein.

25. **Compliance and Default**

a. Each Owner shall be governed by and shall comply with the terms of this Declarations, 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 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 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 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.

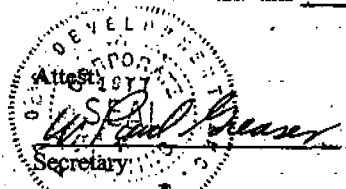
27. **Binding Effect.** All present and future Owners and Occupants of Condominium Units shall be subject to, and shall comply with, the provisions of this Declaration, as they may be amended from time to time, and all items of record affecting title to the property. The acceptance of the unit deed or 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 29th day of JANUARY, 2001.



TOG DEVELOPMENT, INC.

by: Kerry J. Greaser

STATE OF WYOMING)
COUNTY OF ALBANY)

ss:

The foregoing Declaration of Condominium was acknowledged personally before me by Kerry J. Greaser, who is personally known to me and who did represent that he is the President of TOG Development, Inc., this 29 day of January, 2001.

Witness my Hand and Official Seal.

My Commission expires:

Tammy J. Powell
Notary Public

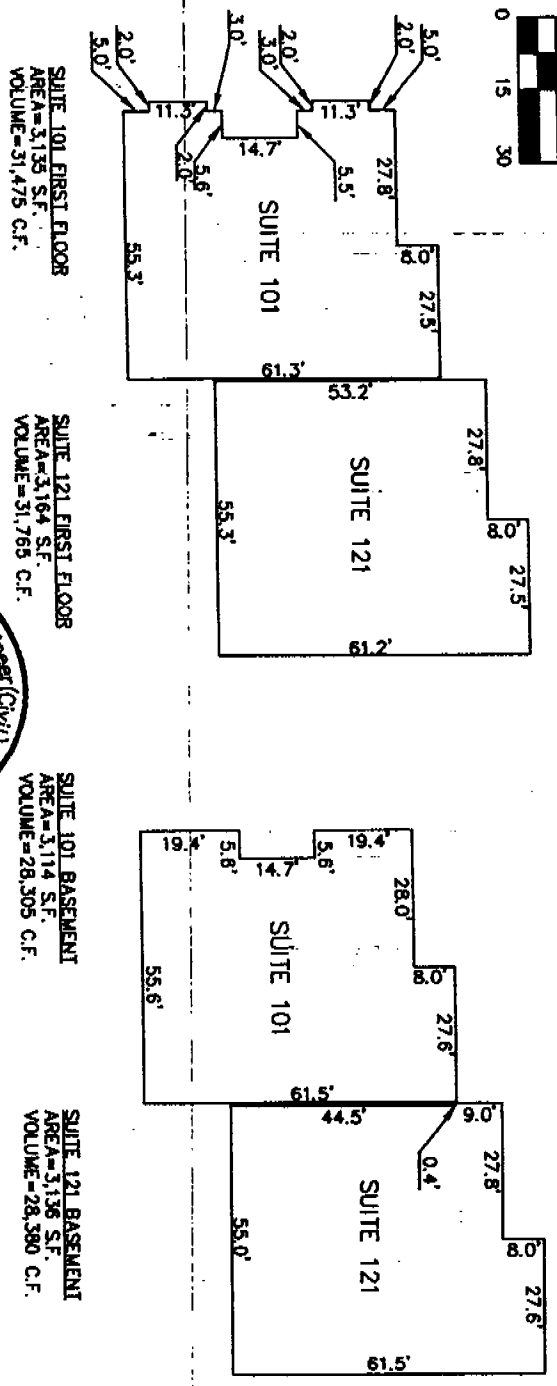


ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 481

REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM UNIT A



SCALE: 1 IN = 30 FT



ADDRESS: 1267 NORTH 15TH STREET



Appendix B-1

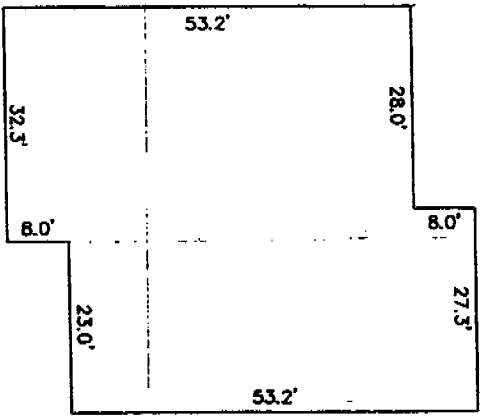
ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 481



SCALE: 1 IN = 20 FT

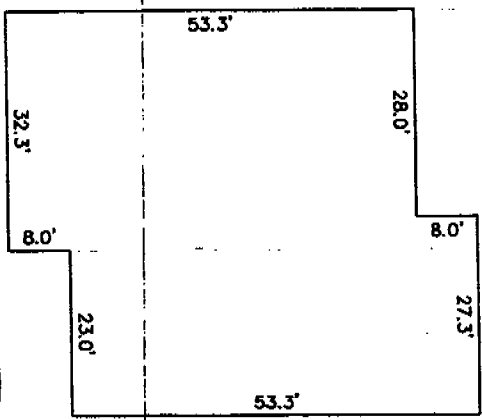


REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM UNIT B



FIRST FLOOR
AREA=2,974 S.F.
VOLUME=26,915 C.F.

ADDRESS: 1271 NORTH 15TH STREET



BASEMENT
AREA=2,986 S.F.
VOLUME=26,875 C.F.



Appendix B.2

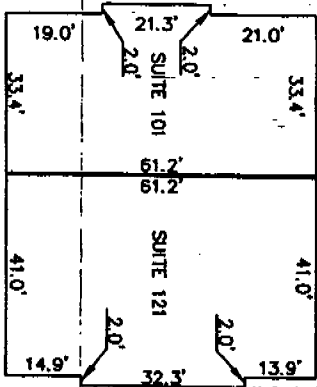
ALPHEI COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 481

REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM UNIT C

SCALE: 1 IN = 30 FT

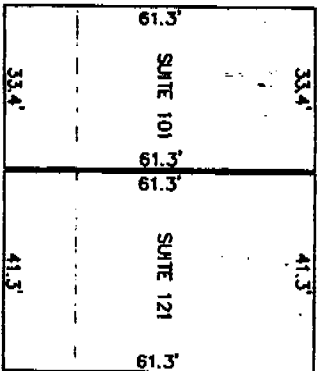


N



SUITE 101 FIRST FLOOR
AREA=2,089 S.F.
VOLUME=18,800 C.F.

SUITE 121 FIRST FLOOR
AREA=2,592 S.F.
VOLUME=23,330 C.F.



SUITE 101 BASEMENT
AREA=2,048 S.F.
VOLUME=18,840 C.F.

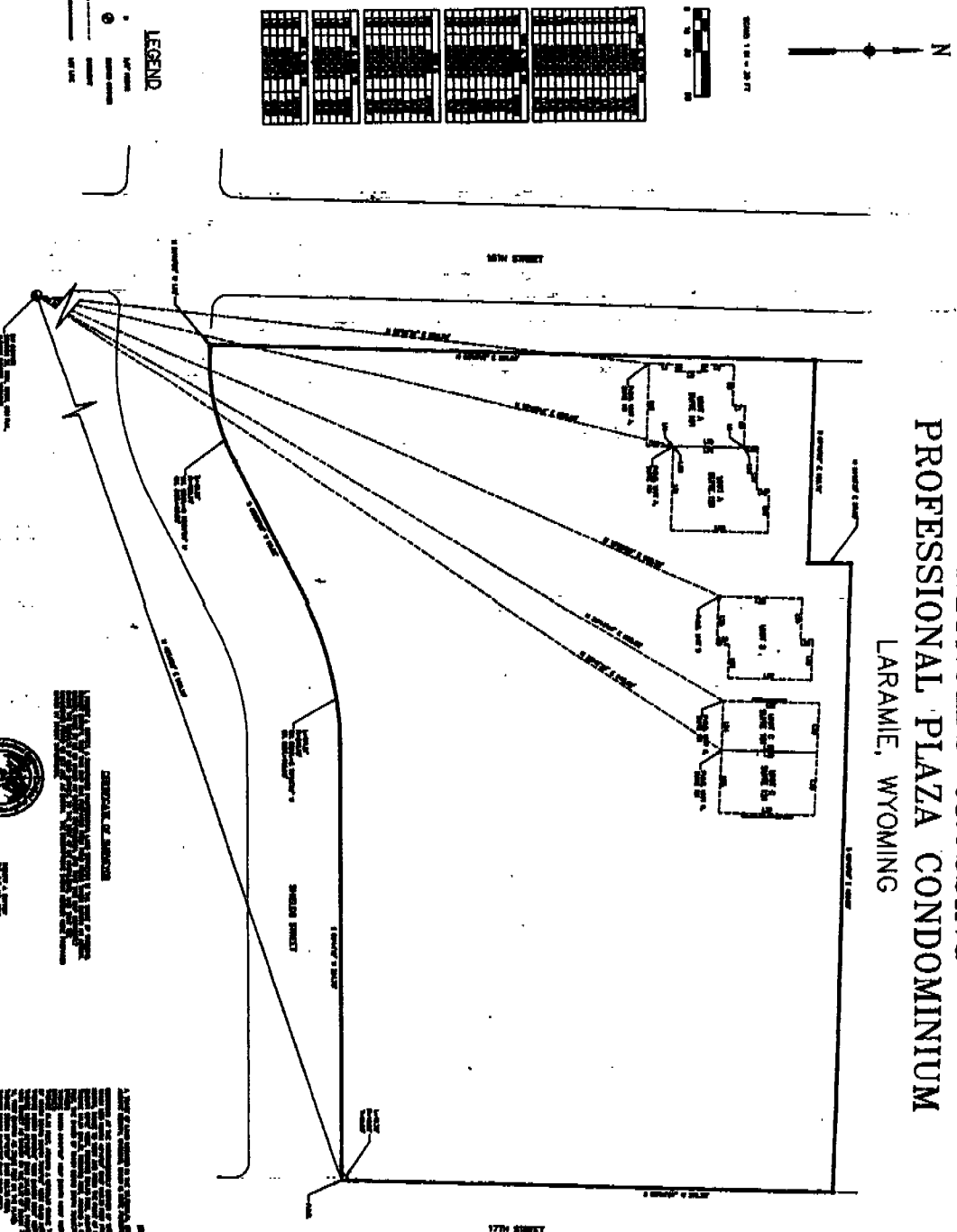
SUITE 121 BASEMENT
AREA=2,533 S.F.
VOLUME=23,305 C.F.

ADDRESS: 1273 NORTH 15TH STREET



Appendix B.3

REYNOLDS CROSSING PROFESSIONAL PLAZA CONDOMINIUM LARAMIE, WYOMING



FILE DATE: 01/29/2001 FILE TIME: 04:28
 ALBANY COUNTY, WY, JACKIE R GONZALES - COUNTY CLERK DOC #: 2001 481



GENERAL & ARCHITECT
 1000 W. 10TH STREET
 LARAMIE, WY 82001
 (307) 743-1111

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Approved

**THE BYLAWS OF
REYNOLDS CROSSING PROFESSIONAL PLAZA
CONDOMINIUM ASSOCIATION**

Appendix C

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