

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

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**DECLARATION FOR
TURNER TRACT CONDOMINIUM**

Please return to:
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**DECLARATION FOR
TURNER TRACT CONDOMINIUM**

PREAMBLE

THIS DECLARATION FOR TURNER TRACT CONDOMINIUM (the "Declaration") is made on February 15, 2008, by **WYOMING COMMUNITY DEVELOPMENT GROUP, LLC**, a Wyoming Limited Liability Company, hereinafter referred to as "Declarant."

RECITALS

A. The Declarant is the owner of that certain real property located in the City of Laramie, County of Albany, State of Wyoming, legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

B. The Declarant desires to create a Condominium to be known as Turner Tract Condominium on the Property, pursuant to the Wyoming Condominium Ownership Act, W.S. §34-20-101, et seq., as it may be amended from time to time ("Act"), in which portions of the Property will be designated for separate or limited ownership and the remainder of which will be for common ownership solely by the Owners of the separate ownership interest.

C. The Declarant has caused to be incorporated under the laws of the State of Wyoming the Turner Tract Condominium Association., a Nonprofit Corporation for the purpose of exercising the functions herein set forth.

D. The Property is a part of the Turner Tract Office Park, a common interest community. Turner Tract Office Park is governed by the Declaration of Covenants, Conditions, Restrictions and Easements for Turner Tract Office Park recorded on November 10, 2004 at Reception No. 2004-8135 of the Albany County, Wyoming records, and any subsequent amendments thereto, hereafter collectively referred to as the "Declaration." Turner Tract Office Park Owners Association, a Wyoming Nonprofit Corporation ("Owners Association"), acting by and through its Executive Board, administers and enforces the terms and conditions of the Declaration.

**ARTICLE 1
DEFINITIONS**

The following words when used in this Declaration or any Supplemental or Amended Declaration, the Articles of Incorporation or any Amendments thereto, and the Bylaws or any Amendments thereto, shall have the following meaning:

1.1 **Allocation Interest** with respect to each Unit shall mean that percentage equal to a fraction the numerator of which is the square footage of each Unit and the denominator of which is the total square footage of all Units on the Property. The square footage of each Unit and its Allocation Interest are set forth on Exhibit B. The decision of the Declarant shall be conclusive as to the square footage of each Unit during the period of Declarant Control and the decision of the Board of Managers shall control thereafter. Square footage of each Unit shall include the total area of all floors in a Unit.

1.2 **Articles of Incorporation** shall mean the Articles of Incorporation of the Turner Tract Condominium Association, as the same may from time to time be amended.

1.3 **Assessable Unit** shall mean any Unit that is situated within the Property and is owned by a Person other than the Declarant.

1.4 **Assessment** shall mean and refer to any assessment levied, charged or assessed against an Owner in accordance with the provisions of this Declaration.

1.5 **Association or Condominium Association** shall mean and refer to Turner Tract Condominium Association, a Wyoming Nonprofit Corporation, its successors and assigns.

1.6 **Board** shall mean the Board of Managers of the Condominium Association.

1.7 **Building Envelope** shall mean the perimeter of a Building defined by its exterior finish or any extension such as a canopy, balcony, service facilities such as trash enclosures, drive-up or drive-through facilities or similar structure that extends beyond its exterior finish. A Building Envelope and the improvements thereon may be designated as a Condominium Unit.

1.8 **Bylaws** shall mean and refer to the duly adopted Bylaws of the Turner Tract Condominium Association, as the same may from time to time be amended.

1.9 **Clerk** shall mean the office of the County Clerk in the County of Albany, State of Wyoming.

1.10 **Common Element** shall mean all interests in real and personal property including the General and Limited Common Element, if any, now or hereafter owned by the Condominium Association for the common use and enjoyment of the Owners. Common Element shall also mean and refer to any and all fixtures, personal property and improvements owned or leased by the Condominium Association and shall include, by way of example but without limitation, any exterior signage which identifies the Property, and any other personal property owned by the Condominium Association. The Common Element are to be devoted to the common use and enjoyment of the Owners (subject to the provisions hereof) and is not dedicated for use by the general public except as indicated on the Final Plat, Condominium Map, and the real estate records of the County Clerk of Albany County, Wyoming.

1.11 **Common Expenses** shall mean (i) all expenses expressly declared to be Common Expenses by this Declaration or by the Bylaws of the Condominium Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the Common Element; (iii) insurance premiums for the insurance required or permitted under this Declaration; and (iv) all expenses lawfully determined to be Common Expenses by the Board of Managers. Common Expenses benefiting fewer than all the Units may, in the discretion of the Board of Managers, be assessed exclusively against those Units benefited ("Limited Common Expenses").

1.12 **Condominium** shall mean the Property, the development on the Property including all Units, all Common Element, the plan of development established by this Declaration, and all things done pursuant to this plan. Condominium shall be construed consistently with the Wyoming Condominium Ownership Act, W.S. § 34-20-101 et seq.

1.13 **Condominium Association Documents** shall mean this Declaration and any Supplemental Declaration, Articles of Incorporation, Bylaws, Condominium Map, and any rules, regulations or policies adopted under such documents by the Condominium Association and any amendments to any of said documents.

1.14 **Condominium Map or Map** shall mean the map described in Section 3.5 of Article III of this Declaration and shall include all filings which may represent different phases and different building improvements within the Condominium.

1.15 **Declarant** shall mean and refer to **WYOMING COMMUNITY DEVELOPMENT GROUP, LLC**, a Wyoming Limited Liability Company, its respective successors and assigns; provided, however, that no successor or assignee of a Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment or which pass by operation of law.

1.16 **Declaration** shall mean this Declaration and the Condominium Map and amendments and supplements to the foregoing.

1.17 **First Mortgage** shall mean and refer to any unpaid Mortgage, deed of trust or other security instrument recorded in the records of the office of the County Clerk of Albany County, Wyoming, having priority of record over all other recorded liens except those liens made superior by statute (such as general ad valorem tax liens and special assessments).

1.18 **First Mortgagee** shall mean and refer to a lender who holds either a first deed of trust or a First Mortgage on a Unit.

1.19 **General Common Element** means that part of the Common Element including the land on which a Building or Building Envelope is located; the foundations, columns, grinders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes,

entrances and exits of such Building or Building Envelope; the basements, yards, gardens, parking areas and storage spaces; the premises for the lodging of custodians or persons in charge of the Property; installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use; such community and commercial facilities as may be provided for in the Declaration; and all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

1.20 *Improvements* shall mean and refer to all Improvements now or hereafter constructed within the Property owned by the Condominium Association.

1.21 *Landscaping* shall mean and refer to a space of ground covered with lawn, ground cover, shrubbery, trees, flowers and other plant materials which may be complimented with earth berms, masonry, rock or bark mulch or other ground cover and other similar landscaping materials, together with irrigation/sprinkler systems associated with the same, all harmoniously combined with other Improvements.

1.22 *Limited Common Element* means that part of the Common Element designated in the Declaration as reserved for use by fewer than all the Owners of the Units.

1.23 *Manager* shall mean a person or entity engaged by the Condominium Association to perform certain duties, powers or functions of the Condominium Association, as the Board of Managers may authorize from time to time.

1.24 *Owners Association* shall mean and refer to Turner Tract Office Park Owners Association, a Wyoming Nonprofit Corporation, its successors and assigns.

1.25 *Member* shall mean and refer to the Person designated as such pursuant to the terms of this Declaration.

1.26 *Mortgagee* shall mean and refer only to a Mortgagee under a mortgage or a beneficiary under a deed of trust or similar security instrument. For the purpose of this Declaration and the Bylaws, no Person shall be deemed a Mortgagee until written notice of such interest has been given to the Condominium Association together with the name and address of the Mortgagee.

1.27 *Notice* shall mean and refer to (i) written notice hand delivered or sent by prepaid United States mail to the mailing address of a Unit or to any other mailing address designated in writing by the Owner or to the last known address of the intended recipient, or (ii) notice through an Condominium Association publication which is hand delivered or sent by prepaid United States mail to the Units; or (iii) notice delivered by electronic mail or facsimile to an Owner at the electronic mail address or facsimile number designated by the Owner.

1.28 **Owner** shall mean the record owner, whether one or more persons or entities, of a fee simple interest in a Condominium, including the Declarant with respect to each Condominium, including the Declarant with respect to each Condominium owned by it. For the purpose of this Declaration, any person holding a purchaser's interest under a contract of sale and purchase of a Condominium, under which such person has the right to possession of a Condominium Unit and has assumed the obligation to pay assessments and otherwise meet all responsibilities of an Owner under this Declaration shall be considered to be the Owner of the Condominium Unit and in such case the seller under such contract of sale shall not be considered to be the Owner. A person holding title as security for the performance of an obligation shall not be an Owner. All rights, restrictions, duties, and obligations which govern an Owner's use, occupancy, maintenance, and enjoyment of the Property, including the Owner's Unit and the Common Element shall also apply to his employees, agents, servants, guests, tenants, and invitees wherever such interpretation may reasonably apply.

1.29 **Period of Declarant Control** shall mean the period of time commencing as of the date of recordation of this Declaration and continuing until thirty (30) days after all Units in the Property have been conveyed to Persons other than Declarant and a certificate of occupancy had been issued for each Unit.

1.30 **Person** shall mean an individual, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

1.31 **Plat or Final Plat** shall mean the plat of all or any portions of Turner Tract Office Park, as applicable, as same may be approved by the City of Laramie and recorded and as same may be amended from time to time, in the records of the Office of the County Clerk of Albany County, Wyoming.

1.32 **Property** shall mean the real property depicted on the Condominium Map and described on Exhibit A, which is subject to this Declaration, together with such additional property as is subsequently subjected to this Declaration in accordance with the provisions set forth herein below.

1.33 **Quorum of Owners** shall mean the representation by presence or proxy of Members who hold fifty percent (50%) of the outstanding Voting Interests entitled to be cast on any issue.

1.34 **Rules and Regulations** shall mean those Rules and Regulations as may be adopted by the Board of Managers for the management, preservation, safety, control and orderly operation of the Property and governing use of the Common Element provided, however, that such Rules and Regulations shall be uniform and nondiscriminatory. Copies of all such Rules and Regulations shall be furnished to Owners prior to the time that they become effective.

1.35 **Unit or Condominium Unit** shall mean and refer a Building Envelope or an individual, separately designated air space within a Building identified as a numbered portion of the Building designated for separate Ownership or occupancy as shown on the Condominium Map. Unit shall include any appurtenant interest in the Common Element.

1.36 *Voting Interest* shall mean the right of an Owner to vote on an issue. Each Unit's Voting Interest shall be expressed as a percentage equal to a fraction the numerator of which is the square footage of each Unit and the denominator of which is the total square footage of all Units on the Property. If a Unit consists of a Building Envelope, those areas that would otherwise be designated as Common Element if the interior was divided into separately designated airspace, shall be deducted in determining said Unit's Voting Interest. The Voting Interest of each Unit shall be the same percentage as said Unit's Allocation Interest as set forth on Exhibit B.

ARTICLE 2 EXISTING RESTRICTIVE COVENANTS

2.1 *Existing Restrictive Covenants.* The Property is subject to the Declaration of Covenants, Conditions, Restrictions and Easements for Turner Tract Office Park recorded on November 10, 2004 at Reception No. 2004-8135 of the Albany County, Wyoming records, and any subsequent amendments thereto.

ARTICLE 3 NAME, BUILDINGS AND ALLOCATION OF INTERESTS

3.1 *Name.* The name of the Property is Turner Tract Condominium. The Property is a Condominium under the Act. Turner Tract Condominium is a commercial condominium.

3.2 *Existing Property.* The Property that is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Laramie, Albany County, Wyoming, and is shown on the Condominium Map and more particularly described on Exhibit A.

3.3 *Allocation of Interests and Formula for Allocation of Interests.* Each Owner's Allocation Interest in the Common Element and the Common Expenses of the Condominium Association, and the Voting Interests of Owners in the Condominium Association are allocated as set forth on Exhibit B. The formula that was used to establish the Allocation Interest is as follows:

- a. *Interest in Common Element.* The undivided percentage Ownership interest in the Common Element for each Unit shall be equal to its Allocation Interest.
- b. *Allocation of Common Expenses for Condominium Association Maintenance of Landscape and Parking Areas.* The Condominium Association shall seek bids for maintenance, repair, or replacement, of Landscaping and parking areas for each Lot and such bids shall be the basis for amounts chargeable to the Units and Owners as assessments of Common Expenses.
- c. *Allocation of All Other Common Expenses.* All other items of Common Expenses shall be allocated and chargeable to each Assessable Unit on the basis of its Allocation Interest.

d. *Reallocation.* In the event real property is added to or withdrawn from the Property, the formula for determining Allocation Interest set forth in Section 1.1 above shall be used to reallocate the allocated interest and liability for Common Expenses among all Assessable Units included in the Property after the addition or withdrawal.

3.4 *Development.* The location of each Building and the location of the Units associated with such Building will be shown on the Condominium Map or a filing thereof. Upon completion, the Condominium will consist of the entire Property, the Buildings to be constructed thereon, all Units, and all General and Limited Common Elements, all as shown and depicted on the Condominium Map, including all filings.

3.5 *Condominium Map.* A Condominium Map shall be filed for record by the Declarant. Such Map shall be prepared and filed when construction of a Building and the related Units or other improvements are substantially completed so as to permit the location of the individual Units thereon, both horizontally and vertically by a registered engineer. The Map may consist of different filings for each phase, or part of a phase, identifying the Building or Buildings, the Units, and the Common Element included with that phase. All filings collectively shall constitute the Condominium Map. No Condominium Unit may be conveyed until the Condominium Map has been filed for record. The Condominium Map shall depict and show at least the following:

- a. The legal description of the land included in the Condominium as a result of that filing and a survey thereof.
- b. The location of the Units, both horizontally and vertically.
- c. The thickness of the common walls between or separating the Units in a Building.
- d. The location of any structural component or supporting element of a Unit located within a Building.
- e. The number of square feet of floor area of all Units contained in all completed phases of the Project, including the current filing.
- f. The Building and Unit designations.
- g. Where a Building Envelope is designated as a Unit, the Map shall designate the perimeter of the Building to include its exterior finish or any extension such as a canopy, balcony, service facilities such as trash enclosures, drive-up or drive-through facilities or similar structure that extends beyond its exterior finish.

The Map shall contain the certificate of a registered professional engineer or professional land surveyor certifying that the Map accurately depicts the location and the horizontal and vertical measurements of all Buildings and Units shown thereon, the Building and Unit designations, the location of Units, the elevations of the unfinished floors and ceilings as constructed and that the Map was prepared after substantial completion of the improvements. In interpreting the Map, the existing physical boundaries of each Unit or other improvement as constructed shall be conclusively presumed to be the boundaries of such Unit or improvement. Declarant hereby reserves unto itself and the Association the right from time to time without the consent of any owner being required to amend the Map in order to conform the same to the actual location of any constructed improvement or to establish any Common Element as it actually exists.

3.6 Description of Condominium Unit. Every deed, lease, mortgage, will or other instrument shall legally describe a Unit by its identifying Unit and Building designation followed by the name of this Condominium with further reference to the recorded Map and Declaration. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Condominium Unit but also the Common Element appurtenant to the Condominium Unit. Each such description shall be construed to include the nonexclusive right to the use of all General Common Element together with the right to the use of Limited Common Element appurtenant to the Unit. Reference to the Map and Declaration in any instrument shall be deemed to include all filings of the Map, including any subsequently filed and all supplements and amendments to the Map or Declaration without specific reference thereto.

3.7 No Partition. Each Unit and the appurtenant interest in the Common Element shall together comprise one Condominium Unit. A Condominium Unit shall be indivisible and may be conveyed, leased, devised, or encumbered only as a Condominium Unit. No Condominium Unit, nor any interest in the General and Limited Common Element appurtenant thereto, may be subdivided or partitioned. Ownership of the Common Element shall remain undivided, and no Owner or any other person shall bring any action for partition or division of the Common Element. Each Owner hereby expressly waives any and all right to partition a Condominium Unit or the Common Element.

3.8 Separate Taxation and Assessment of Units. Each Unit shall be deemed to be a separate parcel and be subject to separate assessment and taxation for all types of taxes authorized by law, including ad valorem levies and special assessments. The lien for taxes assessed to any Unit shall be confined to that Unit. No forfeiture or sale of any Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Unit.

ARTICLE 4
MEMBERSHIP; VOTING; CONDOMINIUM ASSOCIATION OPERATIONS

4.1 *The Condominium Association.* The name of the Condominium Association shall be Turner Tract Condominium Association. Every Owner of a Unit shall be a Member of the Condominium Association. Membership shall be appurtenant to and may not be separated from Ownership of a Unit.

4.2 *Transfer of Membership.* An Owner shall not transfer, pledge or alienate his membership in the Condominium Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit. The Condominium Association shall not create a right of first refusal on any Unit and Owners may transfer Ownership of their Units free from any such right.

4.3 *Membership.* The Condominium Association shall have one class of membership consisting of all Owners, including the Declarant, so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in the Condominium Association Documents, each Member shall be entitled to vote in Condominium Association matters as set forth in this Declaration and the Bylaws. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Condominium Association Documents.

4.4 *Voting.* Each Unit shall have a Voting Interest as defined above.

4.5 *Declarant Control.* Declarant shall be entitled to appoint and remove the members of the Condominium Association's Board of Managers and officers of the Condominium Association during the period of Declarant Control. Declarant may voluntarily relinquish such power by recording a notice executed by Declarant with the County Clerk but, in such event, Declarant may at its option require that specified actions of the Condominium Association or the Board of Managers as described in the recorded notice, during the period Declarant would otherwise be entitled to appoint and remove Members and officers, be approved by Declarant before they become effective.

4.6 *Board of Managers.* The number of members on the Board of Managers shall be as provided in the Articles of Incorporation and Bylaws of the Condominium Association.

4.7 *Books and Records.* The Condominium Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Condominium Association Documents and the books, records and financial statements of the Condominium Association prepared pursuant to the Bylaws. The Condominium Association may charge a reasonable fee for copying such materials.

4.8 *Property Manager.* The Condominium Association may employ or contract for the services of a professional property manager to whom the Board of Managers may delegate certain powers, functions or duties of the Condominium Association, including the authority to make expenditures in accordance with direction by the Board of Managers.

4.9 Cooperation with Other Associations. The Condominium Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with other associations or districts to share the costs and responsibility for any maintenance, repair, replacement or other matters, to perform maintenance, repair or replacement for any Persons in consideration of payment or reimbursement therefor, to utilize the same contractors, subcontractors, managers or others who may perform services for the Condominium Association, any other associations or districts, or to otherwise cooperate with any other associations or districts in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Board of Managers in its discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Condominium Association and other associations and districts, as the Board of Managers may determine in its discretion from time to time. Additionally, the Condominium Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with any other associations or districts to collect assessments, other charges or other amounts which may be due to such entity and to permit any such entity to collect assessments, other charges or other amounts which may be due to the Condominium Association; in any such instance, the Condominium Association shall provide for remittance to such entity of any amounts collected by the Condominium Association or to the Condominium Association of any amounts collected by such entity.

4.10 Condominium Association Committee. Nothing contained in this Declaration shall preclude the creation of a Condominium Association Committee ("Committee") in any one or more Buildings. However, the creation of a Condominium Association Committee shall not in anyway negatively impact the Association or Owners. The following provisions set forth the relationship between the Turner Tract Condominium Association and any Condominium Association Committee:

- a. The individual Owners and not the Committee shall be a Member of the Association. The Committee may appoint one individual to represent the Owners within a Building in matters before the Board of Managers. The Committee shall provide the Association with written notification of the representative appointed.
- b. The Board of Managers shall give substantial weight to the recommendations and requests of the Committee as such matters apply to the Building(s) represented by the Committee, but such recommendations shall be subject to the determination of the Board of Managers as to what is in the best interests of the Association as a whole.

4.11 Rights of Action. The Condominium Association on behalf of itself and any aggrieved Owner, shall be granted a right of action against any and all Owners for failure to comply with the provisions of the Condominium Association Documents, or with decisions of the Board of Managers made pursuant to authority granted to the Condominium Association in the Condominium Association Documents. In any action covered by this section, the Condominium Association or any Owner shall have the right but not the obligation to enforce the Condominium Association Documents by any proceeding at law or in equity, or as set forth in the Condominium Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in

any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorney fees in connection with such arbitration or judicial relief. Failure by the Condominium Association or by any Owner to enforce compliance with any provision of the Condominium Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

4.12 *Implied Rights and Obligations.* The Condominium Association may exercise any right or privilege expressly granted to the Condominium Association in the Condominium Association Documents, the Condominium Ownership Act, and by the Wyoming Nonprofit Corporation Act.

**ARTICLE 5
DUTIES AND POWERS OF
TURNER TRACT CONDOMINIUM ASSOCIATION**

5.1 *General Duties and Powers of Condominium Association.* The Condominium Association has been formed to further the common interests of the Members of the Condominium Association. The Condominium Association, acting through its Board of Managers or persons to whom the Board has delegated powers, shall have the duties and powers hereinafter set forth and, in general, the power to do anything which may be necessary or desirable to further the common interests of the Members of the Condominium Association, to maintain, improve and enhance the Common Element and Property and to improve and enhance the attractiveness and desirability of the Property. The Board of Managers may act in all instances on behalf of the Condominium Association to:

- a. Adopt and amend Bylaws and Rules and Regulations and Design Guidelines.
- b. Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments.
- c. Hire and terminate Managers and other employees, agents and independent contractors.
- d. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property.
- e. Make contracts and incur liabilities.
- f. Regulate the use, maintenance, repair, replacement and modification of Common Element, if any.

- g. Cause additional improvements to be made as a part of the Common Element, if any.
- h. Acquire, hold, encumber and convey in the name of the Condominium Association any right, title or interest to real or personal property, except that Common Element, if any, may be conveyed or subjected to a security interest only if Members entitled to cast at least eighty percent (80%) of the votes agree to that action and if all Owners of Units to which any Limited Common Element is allocated agree to convey that Limited Common Element or subject it to a security interest.
- i. Grant easements, leases, licenses and concessions through or over the Common Element, if any.
- j. Annex additional property, pursuant to the terms of this Declaration.
- k. Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Element, if any.
- l. Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Condominium Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Condominium Association Documents.
- m. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments.
- n. Provide for the indemnification of its officers and Board of Managers and maintain Members' and officers' liability insurance.
- o. Delegate powers to the Owners Association;
- p. Exercise any other powers conferred by the Declaration or Condominium Association Documents;
- q. Exercise all other powers that may be exercised in this state by legal entities of the same type as the Condominium Association; and
- r. Exercise any other powers necessary and proper for the governance and operation of the Condominium Association.

5.2 Duty to Accept Property and Facilities Transferred by Declarant. The Condominium Association shall accept title to any Common Element, including any Improvements thereon, and personal property or equipment transferred to the Condominium Association by Declarant, together

with the responsibility to perform any and all of the functions set forth in this Declaration in connection therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Real property interests transferred by Declarant to the Condominium Association shall consist of fee simple title to the Common Element and the easements as contained herein. All real and personal property transferred to the Condominium Association by Declarant shall impose upon the Condominium Association an obligation to pay to the Owners Association (i) the Annual Assessments; (ii) Special Assessments; and (iii) Default Assessments in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Turner Tract Office Park.

5.3 Power to Enforce Declaration and Rules and Regulations. The Condominium Association shall have the power to enforce the provisions of this Condominium Association Declaration, its Rules and Regulations, and shall take such action as the Board of Managers of the Condominium Association deems necessary or desirable to cause such compliance by each Member of the Condominium Association. Without limiting the generality of the foregoing, the Condominium Association shall have the power to enforce the provisions of this Declaration, its Rules and Regulations by any one or more of the following means: (a) by entry upon or into any Unit (when a bona fide emergency exists), without liability to the Owner thereof, for the purpose of enforcement or causing compliance with this Declaration or the Rules and Regulations of the Condominium Association; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations of the Condominium Association, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations of the Condominium Association; (d) by suspension, after notice and hearing of the voting rights of a Member of the Condominium Association during and for up to sixty (60) days following any breach by such Member of this Declaration or the Rules and Regulations, unless the breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues; (e) by levying and collecting, after notice and hearing, a Default Assessment against any Member of the Condominium Association for breach of this Declaration or such Rules and Regulations by such Member; and (f) by levying and collecting, after notice and hearing as defined in this Declaration, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Condominium Association, from any Member of the Condominium Association for breach of or failure to comply with this Declaration or the Rules and Regulations by such Member.

5.4 Identification of Common Element. The Common Element consisting of real property shall be identified on the Condominium Map. The Map for each phase or part of a phase shall identify the Common Element contained within the area comprising that phase. All of the Common Element for the Condominium as it exists from time to time, shall be Common Element for the entire Property, regardless of the phase in which such Common Element may be identified.

5.5 Ownership. The Common Element shall be appurtenant to and owned by the Owners of the Units within the Property. No Common Element or portion thereof may be conveyed separate from the Unit to which it is appurtenant. Each such Owner shall own a