

**CERTIFICATE AND DECLARATION OF OWNERS**

STATE OF WYOMING } ss:  
 COUNTY OF FREMONT } ss:  
 I, **JOHN L. WILBERT**, President of the Rivers Edge Condominiums, do hereby certify that the plan of the Rivers Edge Condominiums located in the City of Lander, Wyoming, more particularly described as follows:

Beginning at Corner No. 1 which bears S. 84° 46.91' E. a distance of 81.02 ft. from the southeast corner of Lot 20, Block 44, Jackson Block, City of Lander, Wyoming, to the southeast corner of the lot containing the Rivers Edge Condominiums, then S. 84° 46.91' E. a distance of 133.0 ft. to Corner No. 2, then N. 71° 24.1' E. along the westerly topography of the North 1/2 of Section 30, Township 39 North, Range 29 West, 43rd T. N., and a portion of Lot 2, Block 44, City of Lander, Wyoming, to the southeast corner of the lot containing the Rivers Edge Condominiums, then S. 84° 46.91' E. a distance of 233.0 ft., more or less, to Corner No. 3, the point of beginning.

Containing 1.121 acres, more or less.

For and inasmuch as this condominium project is provided for under the Condominium Act, Wyoming Statutes, Sections 34-10-104, 1977.

Said owners certify that the names and addresses of the building general contractors, and limited common elements, as they appear on this plan is in full compliance with the provisions of the Condominium Act, Wyoming Statutes, Sections 34-10-104, 1977, and that the names and addresses of the building general contractors, limited common elements, and individual units are correctly shown herein.

THIS DECLARATION is subject to any existing mortgages and first-in-time-of-record and the covenants and other restrictions and provisions of record.

WITNESSED my hand and official seal, this 12th day of October, 1986.

*John L. Wilbert*  
 (Corporate Seal)

STATE OF WYOMING, INC.

Notary Public  
 Lander, Wyoming

**ACKNOWLEDGMENT**

STATE OF WYOMING } ss:  
 COUNTY OF FREMONT } ss:  
 The foregoing CERTIFICATE AND DECLARATION OF OWNERS acknowledged before me this 12th day of October, 1986 by **John L. Wilbert**, President of the Rivers Edge Condominiums, a Wyoming Corporation and attested to by **John L. Wilbert**, Secretary.

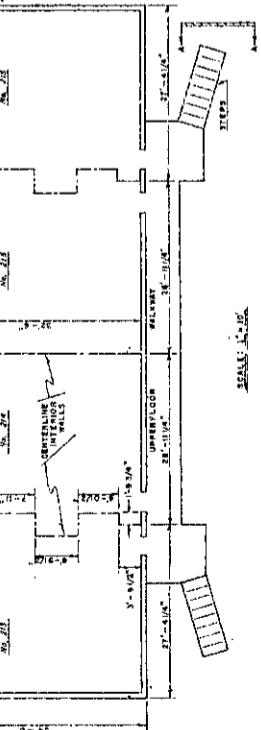
Witness my hand and official seal.

*John L. Wilbert*  
 (Corporate Seal)

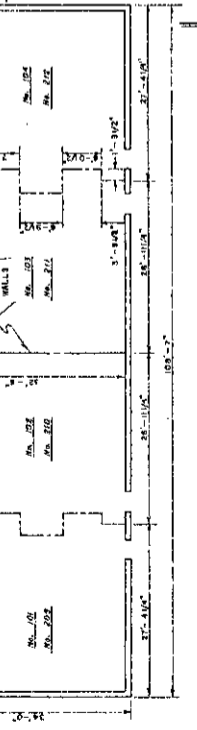
**PLAT OF THE  
 RIVERS EDGE  
 CONDOMINIUMS**

WITHIN THE  
 CITY LIMITS  
 CITY OF LANDER  
 FREMONT COUNTY WYOMING

**UPPER FLOOR**



**LOWER FLOOR**



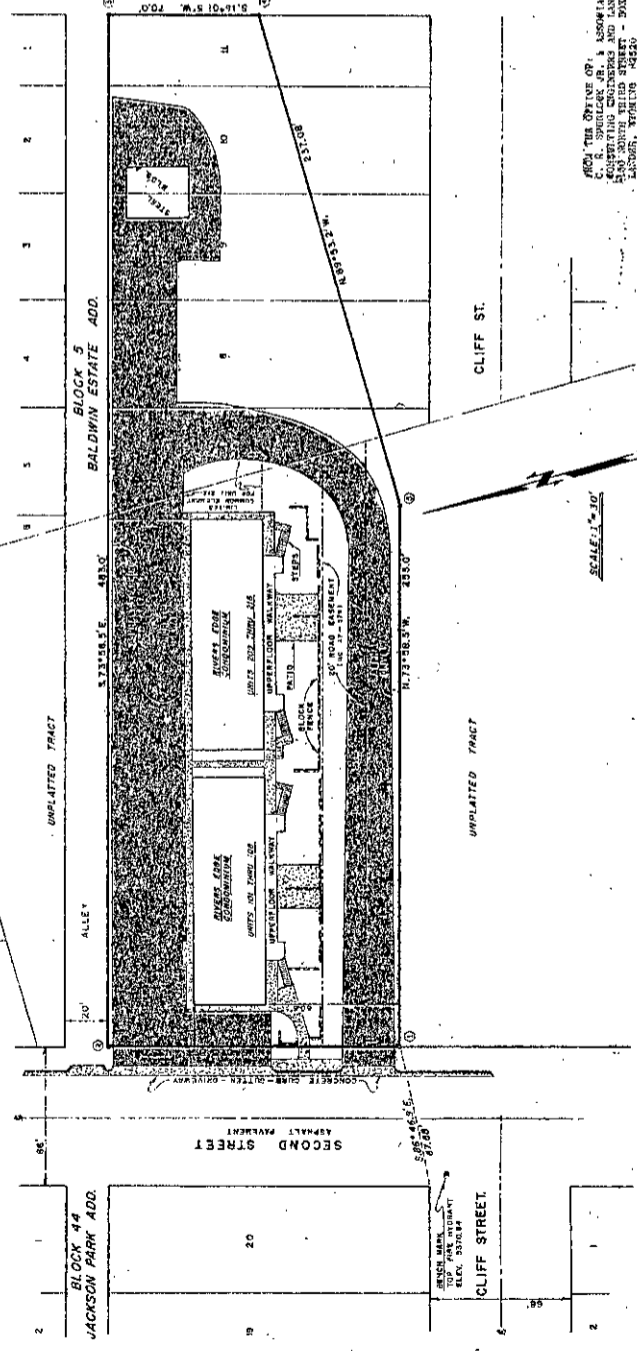
**CERTIFICATE OF SURVEY**

STATE OF WYOMING } ss:  
 COUNTY OF FREMONT } ss:  
 I, **C. E. Samsbeck Jr.**, of Lander, Wyoming, do hereby certify that the plan of the Rivers Edge Condominiums located in the City of Lander, Wyoming, more particularly described as follows:

Containing 1.121 acres, more or less.

WITNESSED my hand and official seal, this 12th day of October, 1986.

*C. E. Samsbeck Jr.*  
 (Corporate Seal)



STATE OF WYOMING } ss:  
 COUNTY OF FREMONT } ss:  
 This plan was filed for record in the office of the County Clerk at Lander, Wyoming, on this 12th day of October, 1986, and is duly recorded in Deed Book 122, Page 122.

WITNESSED my hand and official seal, this 12th day of October, 1986.

*John L. Wilbert*  
 (Corporate Seal)

FOR THE OFFICE OF RECORDING, THE  
 COUNTY CLERK AND LAND SURVEYOR  
 JOHN L. WILBERT, CLERK

25

Fremont County, Wyo. No. 1089689  
Recorded  
DEC 10 1988 Book 278 of Microfilm Page 25  
11:00 o'clock A.M. James A. Farthing  
County Clerk

DECLARATION OF CONDOMINIUM  
and  
MASTER DEED  
for  
RIVERS EDGE CONDOMINIUMS

SOUTH WIND, INC., a Wyoming Corporation, (hereinafter referred to as the "Declarant") being the holder of title of record to the real property situate, in Fremont County, State of Wyoming, known as RIVERS EDGE CONDOMINIUMS, the legal description of which is attached hereto, and made a part hereof, and labelled "Exhibit A", hereby states and declares that the land described herein is submitted to condominium ownership, pursuant to the Wyoming Condominium Ownership Act, W. S. § 34-20-101 to 34-20-104, the provision of which said Act are hereby incorporated by reference, and included herein thereby, and does herewith file for record this Declaration.

I

DEFINITIONS

Definitions of terms used herein are as follows:

1. "Association" means Rivers Edge Condominium Association, the Wyoming non-profit corporation which operates the Condominium property under this Declaration.
2. "Condominium Act" means §34-20-101 to 34-20-104, State of Wyoming Statues, 1977.
3. "Declaration" means the Declaration for the creation of this condominium, pursuant to the Condominium Act.

✓ ✓ ✓

4. "Unit" means those parcels of the Condominium property designated on "Exhibit B" attached to the Declaration, which are subject to private ownership.

5. "Common Elements" means the portions of the Condominium property not included in the units.

6. "Limited Common Elements" means those common elements which are reserved for the use of a certain unit to the exclusion of all others.

7. "Condominium Parcel" means a unit, together with the undivided share in the Common Elements, which is appurtenant to the unit.

8. "Unit Owner" means the owner of a condominium parcel.

9. "Common Expenses" means expenses for which the Unit Owners are liable to the Association. The Association shall collect an administration and maintenance fee, payable monthly in advance, from those Unit Owners obligated to pay same under the terms of this Declaration of Condominium and such sums together with the proportionate assessments referred to in this Declaration of Condominium shall constitute the unit assessment as contemplated by this article, and set forth in the By-Laws. The fee for administration and maintenance may be adjusted from time to time by the Association's Board of Directors.

10. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against the Unit Owners by the Board of Directors. The initial administration and maintenance fee of Forty-five Dollars (\$45.00) per month pursuant to the above Paragraph 9 shall be an assessment chargeable only to those Unit Owners that are obligated to pay this fee under the terms of the said recorded Declaration.

11. "Condominium Property" means and includes the land described in the Declaration, and all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with Condominium.

12. "Institutional Mortgage" means a Bank, a Federal Savings and Loan Association, a Savings and Loan Association chartered by the State of Wyoming, Pension Fund, or a Life Insurance Company (the Mortgage may be placed through a Mortgage or Title Company.)

## II

### NAME AND DESCRIPTION

The name of the Condominium Property shall be Rivers Edge Condominiums.

A. The improvements on the land described consist of:

1) Two (2), two-story brick buildings. Each building consisting of 8 units; west building, units 101-108 and the east building, units 209-216.

2) A metal garage-storage building.

B. There is attached hereto as "Exhibit B", a Plat, Survey and Dedication, showing the location of the condominium buildings and the remainder of the Condominium Property.

1. The Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Unit, nor shall the Unit Owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Unit, which are utilized for or serve more than one Condominium Unit, which items are by these presents made a part of the Common Elements.

Said Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective Condominium Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, encroachments or parts of the Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist.

3. A valid easement for access to Common Elements and Individual Condominium Units for the purpose of repair, replacement and/or maintenance is hereby reserved for the benefit of the Association and/or its agents or employees.

C. The undivided share in the land and other Common Elements, including balconies, parking spaces and in the common surplus which is appurtenant to each unit are shown in "Exhibit B" which is attached hereto.

D. The Common Elements include parking areas for automobiles of Unit Owners. Parking areas will be available for use pursuant to the regulations of the Association, which regulations shall provide that the

owners of each unit shall be entitled to a designated parking space for two automobiles. The stairway landings on the building which are used for ingress and egress to all of the Units located on each floor are and shall remain a part of the Common Elements.

E. The balconies, patios and yards shown and graphically described in the Floor Plans and Plat, as Designated in "Exhibit B", hereto, are Limited Common Elements appurtenant to each of the Condominium Units shown. These limited Common Elements are reserved for the use of the Units appurtenant thereto, to the exclusion of other units and there shall pass with a Unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant.

F. Expenses of maintenance and repair relating to the interior surfaces of the Limited Common Elements referred to in Paragraph E above, shall be borne by and assessed against the individual Condominium Unit Owner. Any other expense of maintenance, repair or replacement shall be treated as and paid for as a part of the Common Expenses of the Association.

### III

#### VOTING

Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, each Unit Owner is entitled to one vote for each unit owned by him.

### IV

#### BY-LAWS

The operation of the Condominium Property shall be governed by By-Laws which are set forth in a document entitled "BY-LAWS OF RIVERS EDGE CONDOMINIUM ASSOCIATION, INC." and incorporated herein by this reference.

V

## METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium, called in accordance with the By-Laws, by the affirmative vote of a majority of the Unit Owners. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording data identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This Certificate shall become effective upon its being recorded in the public records of Fremont County, State of Wyoming.

No amendment shall change any Condominium Unit, its undivided share of the Common Elements, nor a Condominium Unit's proportionate share of the Common Expenses or common surplus, nor the voting rights pertinent to any Unit, unless the record Unit Owners and all owners of liens of recorded mortgages shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

## VI

## INSEPARABILITY

An Owner's undivided interest in the Common Elements and in the appurtenant Limited Common Elements shall not be separated from the Unit to which they are appurtenant and shall be deemed to be conveyed or encumbered with the Unit even though the interest is not expressly mentioned or described in a deed or other instrument.

## VII

## NO PARTITION

The Common Elements shall remain undivided, and no Owner or other person shall bring any action for partition or division of the Common Elements. Similarly, no action shall be brought for partition of a Unit or a Condominium Unit between or among the Owners thereof. Each Owner hereby expressly waives any and all such rights of partition he may have by virtue of his ownership of a Condominium Unit.

## VIII

## DESCRIPTION OF CONDOMINIUM UNIT

(a) Every contract for the sale of a Condominium Parcel written prior to the filing for record of the Map and this Declaration may legally describe a Condominium Parcel by its identifying Condominium Unit designation followed by the words "Rivers Edge Condominiums" with further reference to the Map thereof to be filed for record and this Declaration to be recorded. Upon recordation of the Map and this Declaration in the records of the Office of the Fremont County Clerk, State of Wyoming, such description shall be conclusively presumed to relate to the therein described Condominium Units.

(b) Every deed, lease, mortgage, will or other instrument shall legally describe a Condominium Unit by its identifying Condominium Unit number followed by the words "Rivers Edge Condominiums", in accordance with



and subject to the Declaration of Condominium and Master Deed of Rivers Edge Condominiums, recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_ at Page \_\_\_\_\_, and Map recorded on \_\_\_\_\_, 19\_\_\_\_, in Book \_\_\_\_\_, at Page \_\_\_\_\_ in the Office of the County Clerk, Fremont County, State of Wyoming. Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect not only the Unit, but also, the Common Elements and the right to use of the Limited Common Elements appurtenant thereto. Each such description shall be construed to include: a non-exclusive easement for ingress and egress throughout and for use of the Common Elements which are not Limited Common Elements; the right to exclusive use of appurtenant Limited Common Elements; and the other easements, obligations, limitations, rights, encumbrances, covenants, conditions, and restrictions created in this Declaration. The undivided interest in the Common Elements appurtenant to any Condominium Unit shall be deemed conveyed or encumbered with that Condominium Unit, even though the legal description in the instrument conveying or encumbering said Condominium Unit may only refer to the title to that Condominium Unit.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplement or amendment to the Map of Declaration, without specific reference thereto.

#### IX

#### MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

##### A. Assessments

The Association, through its Board of Directors, shall have the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements, as provided for by the Condominium Act.

##### B. Maintenance

The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property, and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

C. Liens

The Association shall have a lien on each Condominium Parcel for any unpaid assessments, and interest thereon, against the Unit Owner of such Condominium Parcel, which lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall have a direct cause of action for the amount of unpaid assessment including attorneys' fees incurred incident to the collection of such assessments

D. Mortgages

No Unit owner may mortgage his Condominium or any interest therein without the approval of the Association, except to an Institutional Mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Declarant or Association from accepting a purchase money mortgage as a part of the purchase price of a unit, nor prevent a Unit Owner from accepting a purchase money mortgage from an approved purchaser.

E. Offer to Lease

Should the Unit Owner wish to lease or rent his

Condominium Parcel (which means the unit, together with the undivided share in the Common Elements, and the right to use Limited Common Elements, if applicable, which are appurtenant thereto) he shall, before making or accepting any offer to lease or rent his Condominium Parcel deliver to the Board of Directors, at the office of the Association, a written notice of his intent to lease or rent, which notice shall contain the terms of the tenancy, and the name and address of the prospective tenant. The Board of Directors, within thirty (30) days after receiving such notice, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the Unit Owner's unit, refuse to approve the lease as contrary to the residential character of the Condominium Development. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the Unit Owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take, subject to this and the By-Laws of the Association, and the provisions of the Condominium Act.

F. Mortgaged Units:

Should any Condominium Unit or Parcel at any time become subject to an Institutional Mortgage given as security, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to

sell, lease or otherwise dispose of said Condominium unit or parcel, including the fee ownership thereof, without offer to the Board of Directors, notwithstanding the provisions of Paragraphs D and E above, provided, however, that in all other respects, the provisions of the Condominium Act, shall be applicable thereto; and provided, further, that nothing herein contained shall be deemed to allow or cause a severance from the Condominium Unit of the share of the Common Elements or other appurtenances of said Unit. All provisions of a real property mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration--particularly in terms of right to receive insurance proceeds and right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior assessments in the event of foreclosure by said Institutional Mortgagee.

G. Declarant's Units and Privileges:

Declarant shall have the right to transact any business necessary to consummate sales of Units, including but not limited to the right to maintain models, have signs, employees in the offices, use the Common Elements and to show Condominium Units. Sales office, signs and all items pertaining to sales shall not be considered Common Elements, and remain the property of the Declarant. In the event there are unsold Units, Declarant retains the right to be the owner of unsold Units under the same terms and conditions as all

other Unit Owners. As owner of unsold Units, Declarant shall contribute to the Common Expenses in the same manner as other Unit Owners, provided however, if the Declarant retains any of said unsold Units, it may rent them on the same basis as contained in this Declaration of Condominium.

H. Insurance:

The insurance which shall be carried upon the condominium property and the property of the Unit Owners shall be governed by the following provisions:

1. Authority to purchase:

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Unit Owners and their mortgagees, as their interest may appear in the company. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit Owners are to obtain insurance coverage at their own expense upon the interior of their unit, personal property, and for their personal liability and living expense. Evidence of insurance coverage for individual and the contents shall be provided to the Association.

2. Coverage:

(a) Casualty--All buildings and improvements upon the land and all personal property included in the Condominium Property shall be insured 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:

(i) Loss or damage by fire and other hazards covered by a standard extended-coverage endorsement.

(ii) Such other risk as from time to time shall be customarily covered with respect to buildings similar in construction, locations, and use, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability--In such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsements to cover liability of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation--As shall be required to meet the requirements of the law.

(d) Each individual Unit Owner shall be responsible for purchasing liability insurance for accidents occurring in his own unit. A Unit Owner shall have no personal liability for any damages caused by the Association, or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

3) Loss Payable--All casualty insurance policies purchased by the Association hereunder shall provide that all proceeds covering casualty losses shall be paid to any bank or trust company in Fremont County as Trustee, or to any other Bank in Fremont County, in the State of Wyoming, with powers as may be designated by the Board of Directors of the

Association, and approved by a majority of the Mortgagees of the units in the condominium property (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal of all first mortgages on said units). Said Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums, nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession, and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it, and to hold the same in trust pursuant to the terms of the Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

4) Payment of Premiums, Trustees Expenses and Collection--The Board of Directors shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee as a part of the Common Expenses for which assessments are levied.

5) Mandatory Repair--Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium Property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Unit Owners shall repair, replace and rebuild the damage

caused by casualty loss, and pay the costs of the same in full. In the event of damage with an individual Unit, the Unit Owner shall restore the Unit to its original condition, otherwise, the Association is empowered to make such repairs and assess the costs of such repairs against the Unit. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss.

6) Determination of Damage and Use of Proceeds:

(a) Immediately after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all Unit Owners for that portion of the deficiency related to Common Elements and against the individual Unit Owner for that portion of the deficiency related to individual damaged Units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion



of the deficiency relating to individual damaged Units, the Board of Directors shall levy the special assessment for the total deficiency against each of the Unit Owners.

(b) Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, and the Unit Owners elect not to rebuild and repair, as provided in Paragraph 7 below, the Insurance Trustee shall use the net proceeds and the funds collected by the Board of Directors from the assessments hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit Owners and their mortgages, as their interests may appear, and the proceeds of insurance, and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided.

7) Total Destruction: As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that three-fourths (3/4) of the Unit Owners agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. It is understood and agreed that in the event a mortgagee should require the payment of the proceeds to it, that sum shall be paid to the said mortgagee, and the Unit Owner shall then be obliged to

deposit the funds necessary for his unit towards his share of the rebuilding costs. In the event such reconstruction is not approved, as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the Unit Owners and their mortgagees, as their interests may appear, and the Condominium Property shall be removed from the provisions of the Condominium Act. The determination not to reconstruct after casualty shall be evidence by a certificate, signed by one of the officers of the Corporation, stating that the said sixty (60) day period has elapsed, and that the Association has not received the necessary writings from three-fourths (3/4).

8) Association as Agent: The Association is hereby irrevocably appointed Agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Corporation.

I. Alterations:

There shall be no material alterations, exterior door or color changes, enclosing of balconies, or substantial additions to the Common Elements, except the same as authorized by the Board of Directors, and ratified by the affirmative vote of a majority of the Unit Owners. No Unit Owner shall block, hamper or otherwise interfere with the Common Elements of the property to the operation thereof.

J. Owners:

1) No owner of a Condominium Parcel may exempt himself from liability for his contribution towards the Common

Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

2) The owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Fremont County, State of Wyoming, or such other future legally authorized governmental officer or authority having jurisdiction over the same.

K. Termination:

The provisions for termination set forth in Article IX H. 7 of this Declaration shall be in addition to the provisions for voluntary termination, as provided for by the Condominium Act.

L. Severability:

If any provision of this Declaration, or of the By-Laws, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws, or of the Condominium Act, shall not be affected thereby.

M. Titles:

Article and paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way define, limit, or in any way affect this Declaration.

N. Notices:

Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by Certified Mail, at

their place of residence in the Condominium buildings, and to the Association, by Certified Mail, at its registered office, and to the Declarant at P. O. Box 25030, Jackson, Wyoming 83001.

All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by written notice, in accordance with the terms and provisions of this paragraph.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this 22nd day of October, 1986.

SOUTH WIND, INC.

By: Robert M. Chodakiewicz  
President

Attest: John P. Wielakovich  
Secretary

(Corporate Seal)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

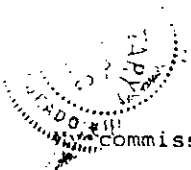
The foregoing instrument was acknowledged before me by  
Roberta M Vidakovich and John L. Vidakovich, officers of South  
Wind, Inc., this 28th day of October,  
1986.

Witness my hand and official seal.

*Cheryll Vidakovich*

Notary Public

**HomeAmerican Mortgage Corp.**  
55 Madison Street, Suite 700  
Denver, Colorado 80237



commission expires: Jan. 14, 1990

## 'EXHIBIT A'

## CERTIFICATE AND DEDICATION OF OWNERS

STATE OF WYOMING     )  
                               ) ss:  
 COUNTY OF FREMONT    )

KNOW ALL PERSONS BY THESE PRESENTS: THAT SOUTH WIND, INC.,

a Wyoming corporation, duly organized and existing under and by virtue of the laws of the State of Wyoming and acting through its President, Roberta M. Vidakovich, does hereby certify that they are the owners in fee simple of that tract of land represented on this plat to be known as the RIVERS EDGE CONDOMINIUMS located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 18, Township 33 North, Range 99 West, 6th P. M. , and a portion of Lots 7 thru 11, Block 5, Baldwin Estate Addition to the Town of Lander (now City of Lander), Fremont County, Wyoming, more particularly described as follows:

Beginning at Corner No. 1 which bears S. 86° 46.9' E. a distance of 67.68 ft. from the Southeast corner of Lot 20, Block 44, Jackson Park Addition to the Town (now City) of Lander; thence proceed N. 16° 01.5' E. a distance of 135.0 ft. to Corner No. 2; thence proceed S. 73° 58.5' E. along the westerly projection of the North line of said Lots 7 thru 11 a distance of 483.0 ft. to Corner No. 3, which is also the NE corner of said Lot 11; thence proceed S. 16° 01.5' W. along the East line of said Lot 11 a distance of 70.0 ft. to Corner No. 4; thence proceed N. 89° 53.2' W. a distance of 237.08 ft. to Corner No. 5; thence proceed N. 73° 58.5' W. a distance of 255.0 ft., more or less to Corner No. 1, the point of beginning hereinbefore mentioned.

Containing 1.327 acres, more or less.

and does hereby dedicate this condominium project as provided for under Wyoming Condominium Ownership Act, W. S. # 34-20-101 to 34-20-104, 1977.

Said owners certify that the survey and measure of the building, general common elements, and limited common elements, as they appear on this plat is with the free consent and according to the desires of said owners, and is correct as shown, and that the courses and dimensions of the building, general common elements, limited common elements, and individual units are correctly shown hereon.

THIS DEDICATION is subject to any existing easements and rights-of-way of record and the covenants and other restrictions and encumbrances of record.

SOUTH WIND, INC.,  
 a Wyoming corporation