

STATE OF WYOMING }
COUNTY OF JOHNSON } 80

DECLARATION

This instrument was first recorded on 10-6
10, 2000 at 10:20 A.M. and the recording fee was \$23.00
254-267 by [Signature]

DECLARATION FOR CONDOMINIUM
PIONEER HOMES CONDOMINIUMS

1. *Introduction* This Declaration is made October 6, 2000 by Luella C. Purcell, Trustee; Purcell Family Revocable Trust, U/D/T dated June 17, 1993 whose address is 1017 N. Burritt, Buffalo, as Declarant, who wishes to submit to the Condominium Ownership Act of the State of Wyoming that real estate located in Johnson County, Wyoming, more particularly described as:

Lots 5 to 22, inclusive, of Block 20 of the original city of Buffalo, Johnson County, Wyoming except the following described tract of land:

Beginning at a point 103 feet South 88°54' East from the Southwest corner of Lot 5 in Block 20 of the original City of Buffalo, Wyoming, running thence South 88°54' East a distance of 47 feet to the Southeast corner of said Lot 5, thence North 1°06' East a distance of 75 feet, thence in a Southwesterly direction on a curve to the left, the radius of which is 982 feet to the point of beginning.

Together with all buildings and improvements located on it and all rights and privileges belonging to it.

2. *Definitions.* As used in this document:

- (a) "Act" means the Condominium Ownership Act of the State of Wyoming
- (b) "Association" means the Pioneer Homes Condominium Association, an Unincorporated Nonprofit Association (as described in Paragraph 7).
- (c) "Board" means the board of directors of the Association.
- (d) "Building" means the improvement(s) located on the Property and containing the Units.
- (e) "Bylaws" means the Bylaws of the Association.
- (f) "Common Elements" means the Property, less the Units, and includes the land, foundation, walls, hallways, stairs, lobby, mechanical equipment areas, storage rooms, central heating and cooling systems, incinerator, pipes, duct and electrical wiring, and conduits (other than pipes, ducts, electrical wiring or conduits located entirely within a Unit and serving only that Unit), exterior walks, and driveways. All structural columns within the boundaries of a Unit are part of the Common Elements. No reference in the Plat to common elements limits or

defines Common Elements for purposes of the document.

- (g) "Condominium" or "Condominium Unit" means the fee simple title in and to a unit together with an appurtenant membership in the Pioneer Homes Condominium Association which owns the general common elements and the appurtenant limited common elements thereto.
- (h) "Declarant" means Luella C. Purcell, Trustee, Purcell Family Revocable Trust, U/D/T dated June 17, 1993, her successor trustees and assigns.
- (i) "Declaration" means this document, as it may be amended from time to time.
- (j) "Limited Common Elements" means all those appurtenances which are either limited to and reserved for the exclusive use of an owner of a condominium unit or are limited to and reserved for the common use of more than one but fewer than all of the condominium unit owners.
- (k) "Majority" means the owners of more than 50 percent of the undivided ownership of the Common Elements. Any percentages of Unit Owners specified in this document similarly means the percentage of the undivided ownership of the Common Elements.
- (l) "Occupant" means the person(s) in possession of a Unit, whether or not he is the Unit Owner.
- (m) "Parcel" means the parcel of real estate described above.
- (n) "Person" means any natural individual, corporation, partnership, or legal entity which may hold legal title to real estate.
- (o) "Plat" means the plats of survey of the Parcel and the Units submitted to the provisions of the Act, a copy of which is attached as Exhibit "A".
- (p) "Property" means the Parcel, all easements, rights and appurtenances belonging to it, and all improvements, fixtures, equipment, and personalty intended for the mutual use and benefit of Unit Owners.
- (q) "Residential Unit" means any Unit designated as a residential unit on the Plat.
- (r) "Unit" means a part of the Property specified as a unit in the Plat. Each Unit consists of the space bounded by the horizontal and vertical planes shown on the Plat and all appliances, plumbing and electrical and other fixtures located within the Unit. However, no structural parts of the Building in which a Unit is located,

and no pipes, wires, conduits, ducts, flues, shafts, or utility lines located within a Unit but being part of a system which serves the Common Elements or one or more other Units, are part of a Unit.

- (s) "Unit Owner" means the person(s) who have fee simple title to the Unit and the undivided interest in the Common Elements appurtenant to it. Declarant is deemed a Unit Owner as long as declarant has legal title to an Unit.

3. *Submission to Condominium Ownership Act.* Declarant, as owner in fee simple of the Property, intends to, and by the recording of this document does, submit the Property to the provisions of the Act.

4. *Contents of Plat.* The Plat enumerates the measurements, location and other data required under the Act regarding the parcel, the Building (and each floor of the Building), and each Unit (including its horizontal and vertical dimensions).

5. *Amendment to Plat.* The Plat may be amended by a majority of the owners of the undivided ownership of the common elements.

6. *Description of Units.* The legal description of each Unit is its identifying number or symbol on the Plat. Such description is good and sufficient for purposes of any deed, lease, mortgage, or other document. No Unit's Owner may, except as provided in the Act, subdivide or cause his Unit to be separated in any way into any parcel different than that Unit as specified in the Plat. Each unit has an assigned garage and storage area for parking and storage purposes as shown by the plat which shall be considered a common element.

7. *Governing Body.*

- (a) *Association as Governing Body.* The Association shall operate under the Uniform Unincorporated Nonprofit Association Act as enacted by the State of Wyoming, with the name Pioneer Homes Condominium Association. The Association is the governing body for Unit Owners, with regard to the operation and maintenance of the Property, as provided in the Declaration, the Bylaws, and the Act. The Association may elect to incorporate as a non-profit corporation upon the consent of a majority of the owners.
- (b) *Board.* The Board constitutes the governing body. The Board is to be elected and will serve in accordance with the Bylaws.
- (c) *No Business Activity.* The Association will not conduct a business of any kind. The Association's activities are for the sole benefit of the Unit Owners. All funds received by the Association are to be held and applied

for the use and benefit of the Unit Owners, pursuant to the Declaration and Bylaws.

- (d) *Membership.* Each Unit Owner is automatically a member of the Association. A Unit Owner's membership automatically terminates when he ceases to be a Unit Owner. The new Unit Owner succeeds to the former Unit Owner's membership in the Association.
- (e) *Votes.* The total number of votes for all members of the Association is four. That total is divided among Unit Owners in accordance with their percentage ownership interests in the Common Elements, as set forth in Exhibit B.

8. *Powers of the Board*

- (a) *Fiscal Year.* The Board is to establish the fiscal year of the Association, and may change it.
- (b) *Managing Agent.* The Board may employ a managing agent to operate and maintain the Property. The cost of employment of the managing agent is a common expense, as defined in Paragraph 14.
- (c) *Initial Management Agreement.* The initial Board shall designate Gerry Purcell as the initial managing agent.
- (d) *Disputes Between Unit Owners.* The determination of the Board with regard to any dispute between Unit Owners relating to the Property or any question concerning the interpretation or application of this Declaration of the Bylaws is final and binding on all Unit Owners.

9. *Limitation of Liability.* The Board and its members, the officers of the Association, and Declarant will not be personally liable to the Unit Owners for any acts or omissions while acting in such capacity except for acts or omissions constituting gross negligence or fraud.

The Unit Owners will indemnify and hold harmless the Board and its members, the officers, and Declarant (and each of their heirs, executors, administrators, successors, and assigns) as provided in the Bylaws.

10. *Declarant's Access to Property.* Declarant and its agents, employees, contractors, and subcontractors (and their agent and employees) are granted access to the Property during the period of sale of any Units, as is necessary or desirable for such sale. Declarant may use one or more unsold Units as a model unit and/or sales office and may maintain customary signs for the

sale of the Units.

11. *Ownership of Common Elements.*

- (a) *Ownership by Unit Owners.* The Common Elements are owned by the Unit Owners as tenants in common in accordance with each Unit Owner's percentage interest in them. Each Unit Owner is entitled to the percentage ownership of the Common Elements allocated to the owner's Unit as specified in Exhibit B. Each Unit Owner's interest is an undivided interest in the Common Elements.
- (b) *Change in Percentage Interests.* The percentages of ownership interest set forth in Exhibit B have been allocated in accordance with the Act. Such percentages will remain constant unless changed by an amendment to this Declaration as provided in Paragraph 24.
- (c) *Conveyance.* A Unit may not be conveyed separate from the percentage ownership interest in the Common elements allocated to that Unit. The undivided ownership interest in the Common Elements allocated to a Unit is deemed conveyed or encumbered with any conveyance or encumbrance of that Unit even if it is not expressly referred to in the instrument of conveyance or encumbrance.

12. *Use of Common Elements.*

- (a) *Use Generally.* Each Unit Owner, and his family, agents, invitees, licensees, and tenants, has the right to use the Common Elements other than
 - (i) The Limited Common Elements;
 - (ii) Parts of the Common Elements subject to leases as provided in subparagraph d below; and
 - (iii) Garage and Storage Areas.

A Unit Owner's right to use the Common Element is in common with all other Unit Owners and is for such use as relates to his use, occupancy, and enjoyment of the owner's Unit.

- (b) *Limited Common Elements.* Each Unit Owner has the right to exclusive use and possession of the Limited Common elements that are contiguous to and serve solely his Unit, and adjoining Units have sole rights of use and possession of Limited Common Elements serving solely such Units.

- (c) *Regulation.* The right to use and/or possess Common Elements or Limited Common Elements are governed by the Act, Declaration, Bylaws, and the Association's rules and regulations.
- (d) *Lease.* The association may, subject to the Declaration and Bylaws, lease and grant concessions or easements on parts of the Common elements. Income arising from such leases and grants are to be used for the benefit of the members of the Association pursuant to rules, resolutions, or regulations the Board may adopt.

13. *Garage and Storage Areas.* Each Unit is entitled to one garage and storage area. The garage and storage areas are part of the Common Elements but are to be allocated to Unit Owners for their exclusive use in such manner, and subject to such rules as the Board stipulates. Storage areas not allocated to particular Units may be rented in accordance with the Board's rules.

14. *Common Expense.*

- (a) *Responsibility of Unit Owners.* Each Unit Owner is responsible for the payment of his share of the expenses of administration and operation of the Common Elements (including maintenance, repair, replacements and additions) and other expenses (including, but not limited to, water and sewage charges, insurance, lawn mowing and care, snow removal, outside lamp illuminating back of units) incurred by the Association in accordance with the Declaration and Bylaws (referred to as the "Common Expenses"). Each Unit Owner's share is equal to his percentage ownership interest in the Common Elements. The time and amounts of payment (including any prepayments) shall be determined as provided in the Bylaws. No Unit Owner is relieved by any obligation to pay for his share of Common Expenses by waiver, lack of use, or enjoyment of the Common Elements (or Limited Common Elements), or abandonment of his Unit.
- (b) *Declarant's Responsibility.* The Declarant has no responsibility for maintenance, repair, or replacement of any portion of the Common elements after recordation of this Declaration, except for its responsibility as a Unit Owner.
- (c) *Default.* The amount of any Unit's unpaid share of Common Expenses, plus interest at the rate of 10 percent per annum (or such greater rate as may be permitted by law), shall become a lien on such Unit Owner's interest in the Property on the owner's default in making payment on the due date. Such a lien is subordinate to the lien of any prior recorded mortgage held by a financial institution or institutional investor affecting

the Unit or the Property, except for expenses due and payable after said mortgagee takes possession of the Unit, accepts transfer of the owner's interest (other than as security), or obtains appointment of a receiver in a foreclosure proceeding.

- (d) *Amendment.* This Paragraph may not be amended or rescinded in any way without the prior written consent of all lien holders of record.

15. *Real Estate Taxes.* Each Unit and the percentage ownership interest in the Common Elements allocated to it will be separately taxed for real estate taxes, as provided in the Act. If real estate taxes for the Property are not separately assessed in any year then such taxes shall be a common expense as defined in Paragraph 14.

16. *Insurance.*

- (a) *Type of Coverage.* The Board has the authority to, and shall obtain, the following:
- (i) Hazard insurance for the Property, against loss by fire, vandalism, malicious mischief, and other hazards covered by standard extended coverage protection for the full replacement cost of the Units and Common Elements.
 - (ii) Public liability insurance in such amounts as the Board deems desirable insuring each Unit Owner, mortgagees of record, the Association and its officers, directors and employees, the Board, Declarant, and the managing agent from liability in connection with the Common Elements; and

The Board may also obtain:

- (i) A fidelity bond, in an amount not less than 100 percent of the total annual budget, indemnifying the Association, Board, and Unit Owners for loss of funds arising from fraud or dishonesty of the Association's employees, the managing agent, and any other person handling funds of the Association, Board, or Unit Owners;
- (ii) Such other hazard and/or liability insurance as it deems desirable; and
- (iii) Errors and omissions insurance and such other insurance as it seems desirable to insure the Property, directors, and officers of the Association, and members of any committee appointed under the

Bylaws, from liability arising from the fact a person was a director or officer of the Association or a committee member.

- (b) *Terms.* Hazard insurance shall name the Board as the insured, as trustee for Unit Owners (in proportion to their percentage ownership interest in the Common Elements) and for mortgages of Units. Such policy should also contain, if obtainable, a waiver of subrogation by the insurer against Unit Owners.
- (c) *Premiums.* Premiums for all insurance obtained by the Board are a common expense, as defined in Paragraph 14.
- (d) *Unit Owners' Individual Insurance.* Each Unit Owner is responsible for obtaining, at his option,
 - (i) Insurance for the contents of his Unit (and the Limited Common Elements serving it), improvements to it, and personalty stored on the Property; and
 - (ii) Additional hazard or liability insurance above the coverage obtained for all Unit Owners by the Board.

17. *Maintenance, Repairs, Replacements.*

- (a) *Common Elements.* The Association is responsible for all maintenance, repairs, and replacements of and within the Common Elements. The Association will decorate Common Elements (other than Limited Common Elements), and redecorate Units if necessitated by damage caused by maintenance, repair, or replacement of the common elements by the Association, and the costs incurred shall be common expenses as defined in Paragraph 14.
- (b) *Individual Units.* Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements within the owner's Unit (including perimeter wall, floors, and ceiling). Each Unit Owner is responsible, at the owner's expense, for all decorating within the owner's Unit and of the Limited Common Elements serving the owner's Unit. Each Unit Owner must maintain perimeter walls, ceilings, and floors in good conditions. Maintenance and use (other than decoration) of such perimeter surfaces are subject to such reasonable rules as the Association may adopt.
- (c) *Access.* Representatives and employees of the Association, Board, and

managing agent shall be granted reasonable access to the Units and Limited Common Elements required for the maintenance, repair, or replacement of or within the Common Elements or Limited Common Elements, or to do any work required by any governmental authority.

- (d) *Costs.* Costs of maintenance, repairs, and replacements of or within the Common Elements shall be common expenses as defined in Paragraph 14. At the Board's discretion, maintenance, repairs, or replacements of or within the Limited Common Elements may be assessed, in whole or in part, to the Unit Owners that benefit. Any maintenance, repair or replacement required due to the willful action or negligence of a Unit Owner (or his family, agent, invitee, licensee) shall be the responsibility of and paid for by such Unit Owner to the extent not covered by insurance.

18. *Alterations.*

- (a) *Common Elements.* No Unit Owner may, except as provided in Paragraph 20, make any alterations or additions to the Common Elements without the Board's prior written consent.
- (b) *Individual Units.* Each Unit Owner may make any alterations or additions within his Unit without the Board's consent. Each Unit Owner is responsible for any damages caused to other Units or the Common Elements by his alterations or additions.
- (c) *Costs.* Alterations and additions to the Common Elements may be authorized by the Board and charged as common expenses, as provided in the Bylaws.

19. *Encroachments.* If, as shown on the survey comprising the Plat, any part of the Common Elements encroach on a Unit, or if a Unit encroaches on any part of the Common Elements or another Unit, there shall be deemed to exist mutual easements in favor of the owners of the Common Elements and/or applicable Unit Owners for such encroachment, for as long as it exists. However, no easement shall be deemed to exist for:

- (a) Any Unit Owner creating an encroachment by his intentional or willful conduct, or
- (b) Any Unit Owner if the encroachment interferes with the structural integrity of the Common Elements or Limited Common Elements, or the use and enjoyment of them by other Unit Owners.

20. *Use and Occupancy.*

- (a) *Units.* Except for the commercial units, each Unit may be used solely for residential purposes and such other use permitted by this Declaration. Unit owners shall not operate any business except as an ancillary facility to their office or business provided that no customers or clients shall be permitted on the property for the conduct of trade or business. No advertising shall be permitted upon the Unit or the parcel. Unit owners shall conform to all zoning restrictions that apply to the parcel. No pets shall be kept in any unit. No children shall be permitted to reside in any unit except for the limited purposes more specifically defined in the Bylaws of the Association.
- (b) *Common Elements.* The Common Elements may be used only by Unit Owners and their family members, servants, agents, invitees, licensees, tenants, and customers. They may be used for access to the Units, other purposes incidental to use of the Units, and such uses as the Board may approve. No Unit Owner shall interfere with the use, maintenance, or operation of the Common Elements. Use of the Common Elements is subject to any lease, concession, or easement granted by the Board.

21. *Mortgages.* Each unit owner may subject his Unit and the percentage ownership interest in the Common Elements allocated to it, but only his Unit and such interest, to a mortgage or other lien.

22. *Transfers of Units.*

- (a) *Association's First Option.* Except as provided in subparagraph d, whenever a Unit Owner wishes to sell, lease, or otherwise transfer a Unit the unit owner shall give the Association written notice at least 15 days prior to the proposed transfer. The notice must contain a description of the proposed transfer and financial and character references concerning the proposed transferee and must include a copy of the proposed lease, contract, or other transfer document. The Association has the right, for 15 days from receipt of such notice, to purchase or lease the Unit on the same terms described in the notice.

The Association's first right to purchase shall equally apply to any transfer by gift or operation of law, except as provided in subparagraph d. The purchase price in such event will be the fair market value of the Unit, as established by agreement of the Association and the proposed transferee or, absent agreement, by appraisal conducted by a licensed real estate appraiser.

- (b) *Election Not to Purchase or Lease.* The Board has the authority, on behalf of the

Association, to elect not to purchase or lease a Unit pursuant to its rights under this paragraph. In such event it will give prompt written notice to the Unit Owner. In the event the Association declines to purchase or lease the non-selling Unit owners shall have the option to purchase or lease on the same terms described in the notice for a period of fifteen (15) days from the date the Association elects not to purchase or upon expiration of the fifteen (15) day period the Association is allowed to exercise the right to purchase.

If the Board and unit owners elect not to purchase or lease, or if the periods during which the Association or Unit owners may elect to purchase or lease expires, then the Unit Owner may, thereafter, transfer his Unit, in accordance with his notice to the Association, during a period of 90 days. If the transfer does not occur during the 90-day period, then the Unit Owner once again becomes subject to the Association's first option rights as provided in this paragraph. The Association shall be given the first option to lease upon the renewal of any lease by a unit owner.

(c) *Election to Purchase or Lease.* If the Board votes to recommend that the Association elect to purchase or lease a Unit, the Board shall call a meeting of Unit Owners. An affirmative vote of one hundred (100) percent of the non-selling Unit Owners' ownership of the Common Elements is required to exercise the Association's first option to purchase or lease a Unit. The Association shall hold title, or lease, the Unit for the sole benefit of all Unit Owners.

(d) *Unrestricted transfers.* A Unit Owner may freely transfer his Unit (including a lease of it) to his spouse, adult child(ren), parent(s), brother(s), sister(s), and/or descendants, or to a trustee of a trust in which the Unit Owner or any one or more of such persons is the sole beneficiary.

A Unit Owner may freely lease his Unit (subject to the Association's First Option) to any party for a period of less than five (5) years. All leases are subject to the Declaration and Bylaws.

The Board must be furnished notice of any such transfer, or a copy of any such lease, when the transaction is consummated.

(c) *Financing.* The Board may make such financing arrangements, including mortgages or special assessments among Unit Owners, as it deems necessary and desirable to purchase or lease any Unit pursuant to this paragraph. No mortgage or other encumbrance, however, may be placed on other than the Unit being purchased and the percentage interest in the Common Elements allocated to it.

23. *Remedies of the Board.*

(a) *Violations and Remedies.* If any Unit Owner violates the provisions of the Act, Declaration, Bylaws, or the rules and regulations adopted by the Association or Board, the Association and Board have all the rights and remedies provided in the Act, Declaration, Bylaws, and rules and

regulations, and which are available at law or in equity.

- (b) *Expenses.* All expenses incurred by the Association or Board regarding any action involving such a violation (including court costs and attorneys' fees) and all consequential damages, as well as interest on such sums at the rate of ten percent (10%) per annum until paid, may be added to the common expenses payable by such Unit Owner. The Association and Board have all rights for nonpayment of such expenses as it has for nonpayment of common expenses.
- (c) *Right to Cure.* If a Unit Owner violates the Act, Declaration, Bylaws, or rules and regulations of the Association or Board, the Board may, on the unit owner's behalf, remedy the unit owner's default and all expenses incurred in the connection with the Board's action shall be charged against the Unit Owner as provided in subparagraph (b) above. The Board may, among other things, enter a Unit or Limited Common Elements and abate or remove any condition constituting a default, without being guilty of trespass.
- (d) *Cumulative.* The rights of the Association and Board are cumulative.

24. *Amendments.*

- (a) *Approval Required.* This Declaration may be amended by a written instrument, duly acknowledged, enumerating the amendment and signed by Unit Owners owning seventy-five percent (75%) of the ownership interest in the Common Elements. If the Act, Declaration, or Bylaws require all Unit Owners, or lien holders, to consent, then all Unit Owners, or lien holders, must sign the amendment. All lien holders of record shall be given written notice of any amendment, and an affidavit of the notice, certified by the Association's secretary, will be made a part of the signed amendment.
- (b) *Recording.* An amendment of this Declaration is effective upon recording in the office of Johnson County Clerk, Buffalo, Wyoming.

25. *Notices.*

All notices must be in writing and if addressed to the Association or board shall be sent to Luella C. Purcell, 1017 N. Burritt, Buffalo, Wyoming 82834 or such other address as it may designate by written notice to all Unit Owners. All notices to a Unit Owner shall be sent to the mailing address of his Unit or to such other address as he may designate by written notice to the Association. Notices are deemed given when mailed or delivered in person. On written request to the Association, it will give a mortgagee of any Unit a copy of notices sent to the Unit

Owner.

26. *Severability.* If any provision of the Declaration, or its application in any circumstance, is held to be invalid or unenforceable, the remainder of the Declaration, or application of the provision in question in other circumstances, is not affected and is to be constructed as if the invalid or unenforceable provision was not part of the Declaration.

27. *No Waiver.* No provision of this Declaration is deemed waived by any failure to enforce it regardless of the number of breaches that may occur.

28. *Captions.* Captions are inserted solely for the convenience and do not define or limit the scope or intent of the provisions of this declaration.

Declarant

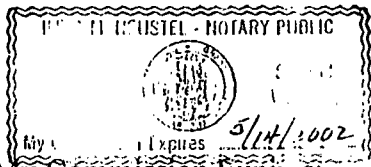
Luella C. Purcell

LUELLE C. PURCELL, Trustee,
Purcell Family Revocable Trust
dated 6/17/93

STATE OF WYOMING)
) ss.
County of Johnson)

The foregoing instrument was acknowledged before me by LUELLE C. PURCELL, Trustee, Purcell Family Revocable Trust dated 6/17/93 this 6TH day of OCTOBER, 2000.

Witness my hand and official seal.



Jeta M. Stewart

Notary Public

My Commission Expires: MAY 14, 2002

EXHIBIT "B"

Percentage ownership in Common Elements:

| | |
|----------|------|
| Unit 1-A | 33⅓% |
| Unit 1-C | 33⅓% |
| Unit 1-D | 33⅓% |