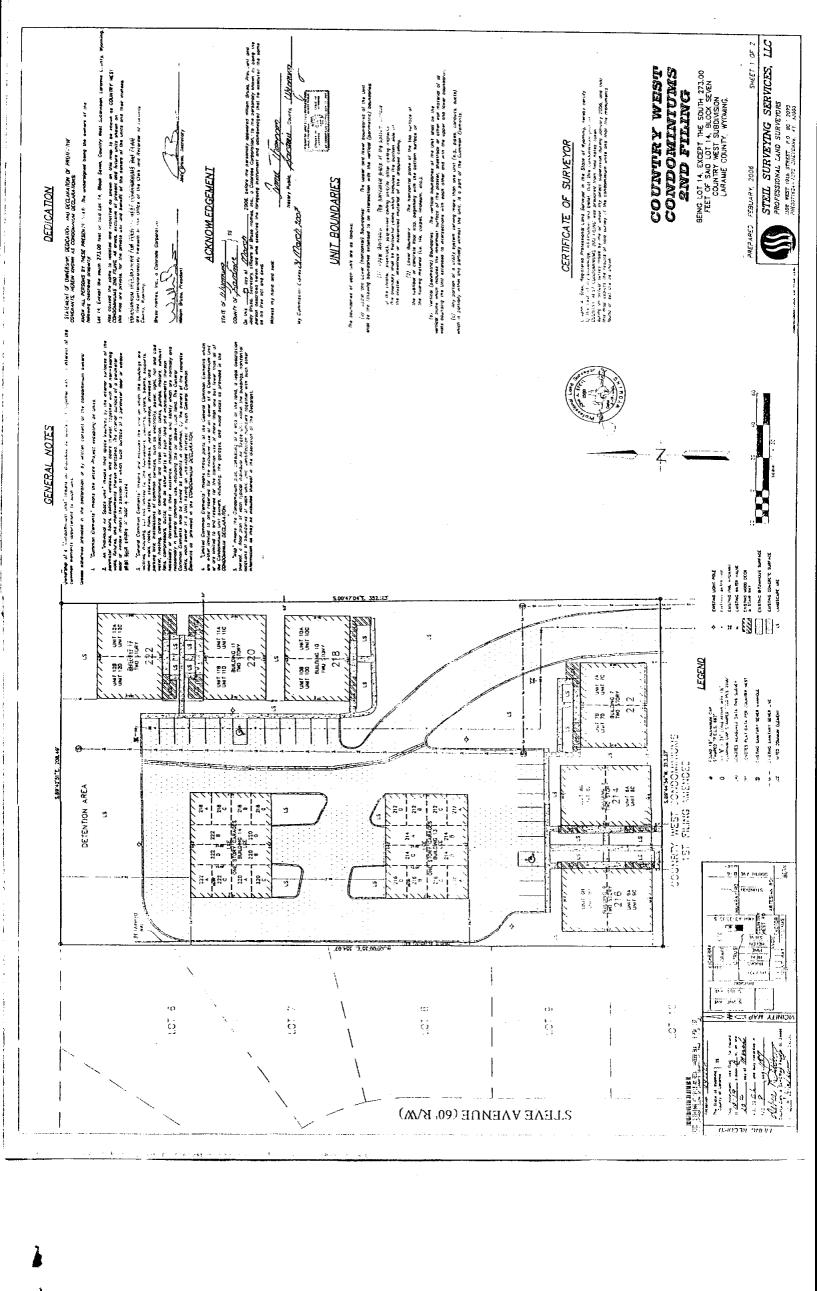
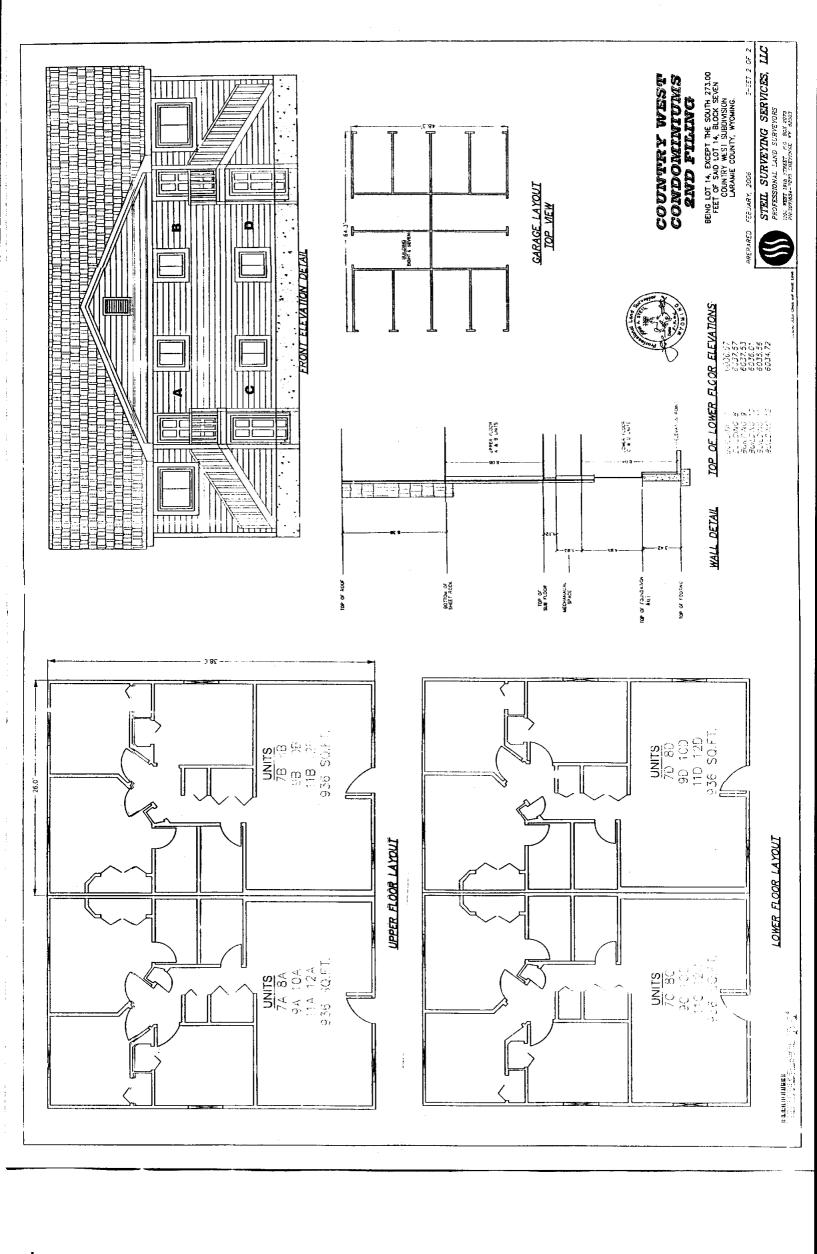


These documents are provided by First American Title as a courtesy to you. Should you have any questions regarding these documents, please contact your Realtor or a Real Estate Attorney.

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable.





#### CONDOMINIUM DECLARATION AND MASTER DEED

DECLARATION AND MASTER DEED effective as of the date of recording with the Laramie County, Wyoming County Clerk by Bruso Homes, Inc., a Colorado corporation, (hereinafter referred to as "Grantor").

Grantor hereby adopts this Amended Condominium Declaration and conveys the subject Property, parcels thereof, Units thereon and General and Limited Common Elements of the Country West Condominiums, 2nd Filing, (the "Project") as follows:

#### SECTION ONE STATEMENT OF PURPOSE

Grantor is the owner of Units, undivided interests and/or real property located in Laramie County, Wyoming, described as follows:

The South Two Hundred Seventy Three feet (S273') of Lot Fourteen (14), Block Seven (7), Country West Subdivision, according to the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, filed on the day of March, 2006, with the Laramie County Clerk at Plat Cabinet 8, Number 187, (hereinafter the "Property").

Bruso Homes, Inc. has constructed six (6) buildings on the Property with four (4) separate dwelling units within each building. It is the express intention of the Owner that this Amended Condominium Declaration and Master Deed shall bind the Property and all interests thereto, from the date of its recording. It is the further express intention of the parties that this Condominium Declaration and Master Deed comply with all requirements of the Wyoming Condominium Ownership Act, W.S.§34-20-101 et seq.

# SECTION TWO DESCRIPTION OF CONDOMINIUM UNITS; OWNERSHIP

The Property includes General Common Elements and Limited Common Elements as described in Section Three below and Twenty-Four (24) individual Condominium Units (individual air space units), described as follows:

Unit 7A, consisting of the Left (when facing the front of Building 7) Upper Level dwelling space of Building 7 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.

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DEBRA K. LATHROP. CLERK OF LARAMIE COUNTY. WY PAGE 1 OF 11

- Unit 7B, consisting of the Right (when facing the front of Building 7) Upper Level dwelling space of Building 7 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 7C, consisting of the Left (when facing the front of Building 7) Lower Level dwelling space of Building 7 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 7D, consisting of the Right (when facing the front of Building 7) Lower Level dwelling space of Building 7 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 8A, consisting of the Left (when facing the front of Building 8) Upper Level dwelling space of Building 8 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 8B, consisting of the Right (when facing the front of Building 8) Upper Level dwelling space of Building 8 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 8C, consisting of the Left (when facing the front of Building 8) Lower Level dwelling space of Building 8 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 8D, consisting of the Right (when facing the front of Building 8) Lower Level dwelling space of Building 8 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 9A, consisting of the Left (when facing the front of Building 9) Upper Level dwelling space of Building 9 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 9B, consisting of the Right (when facing the front of Building 9) Upper Level dwelling space of Building 9 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, First Filing Amended, plus an undivided 4.166% interest in the General and Limited Common Elements.

- Unit 9C, consisting of the Left (when facing the front of Building 9) Lower Level dwelling space of Building 9 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 9D, consisting of the Right (when facing the front of Building 9) Lower Level dwelling space of Building 9 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 10A, consisting of the Left (when facing the front of Building 10) Upper Level dwelling space of Building 10 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 10B, consisting of the Right (when facing the front of Building 10) Upper Level dwelling space of Building 10 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 10C, consisting of the Left (when facing the front of Building 10) Lower Level dwelling space of Building 10 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 10D, consisting of the Right (when facing the front of Building 10) Lower Level dwelling space of Building 10 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 11A, consisting of the Left (when facing the front of Building 11) Upper Level dwelling space of Building 11 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 11B, consisting of the Right (when facing the front of Building 11) Upper Level dwelling space of Building 11 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 11C, consisting of the Left (when facing the front of Building 11) Lower Level dwelling space of Building 11 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.

- Unit 11D, consisting of the Right (when facing the front of Building 11) Lower Level dwelling space of Building 11 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 12A, consisting of the Left (when facing the front of Building 12) Upper Level dwelling space of Building 12 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 12B, consisting of the Right (when facing the front of Building 12) Upper Level dwelling space of Building 12 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 12C, consisting of the Left (when facing the front of Building 12) Lower Level dwelling space of Building 12 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.
- Unit 12D, consisting of the Right (when facing the front of Building 12) Lower Level dwelling space of Building 12 as shown on the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, plus an undivided 4.166% interest in the General and Limited Common Elements.

Each Unit and that designated undivided interest in the General and Limited Common Elements necessary for the adequate use and enjoyment of the Unit are to be titled and owned separately by one or more owners, each owner obtaining a particular and exclusive property right thereto, all of the above in accordance with W. S. §34-20-101, et seq.

### SECTION THREE DESCRIPTION OF COMMON ELEMENTS

#### A. The Limited Common Elements are as follows:

- 1. The Unit 7 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 7.
- 2. The Unit 8 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 8.

- 3. The Unit 9 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 9.
- 4. The Unit 10 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 10.
- 5. The Unit 11 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 11.
- 6. The Unit 12 Limited Common Elements consist of the foundation, roof, exterior walls, common walkways, exterior stairways, plumbing, electric and telephone and television wiring networks, exterior lighting, and water meters and connections to, and that separate garage structure appurtenant to Building 12.
- B. The General Common Elements are the Property described in Section One of this Deed, less the Units and the Limited Common Elements described above.

### SECTION FOUR COMMON ELEMENT OWNERSHIP

Ownership of the General and Limited Common Elements shall be held by the Owner(s) of Unit(s) within each building in the percentages thereof set forth in Section Two above. No Owner shall bring any action for partition or division of any such undivided interest. An undivided interest in the General and Limited Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

### SECTION FIVE NOTICE TO TAX ASSESSOR

Pursuant to W.S.§34-20-104(a), the valuation of the General and Limited Common Elements shall be assessed to the Owner(s) of Unit(s) within each building in those percentages set forth in Section Two above. Valuation of each Unit shall be assessed to the Owner of such Unit.

#### SECTION SIX PLAN OF OWNERSHIP

As appears above, a plan of condominium ownership is constituted under and subject to the provisions of W. S. §34-20-101, et seq so that the Units may be conveyed and recorded as individual properties capable of independent use and each Unit owner having an exclusive and particular right over the respective Unit, the specified undivided interest in the General and Limited Common Elements and each and all of those rights and responsibilities of an Owner as described in this Declaration. Ownership of a Unit, as defined herein, is fully transferable, subject only to the terms of this Declaration and Master Deed and the Articles of Incorporation, By-Laws and all proper resolutions of the Association.

### SECTION SEVEN RATIFICATION OF MASTER DEED: RESTRICTION ON USE

All present or future owners, tenants or future tenants, or any other person that might use a Unit or Units and/or any of the General or Limited Common Elements in any manner, are subject to the provisions of this Deed; and the mere acquisition or rental of any of the Units of the Project or the mere act of occupancy of any of the Units shall signify that the provisions of this Deed are accepted and ratified.

#### SECTION EIGHT OWNERS ASSOCIATION

The ownership of any Unit subject to this Declaration shall impose and confer upon any such Owner the obligations and benefits of membership in Country West Condominium Association, Inc., a Wyoming non-profit corporation, (the "Association").

The Association, by and through its Board of Directors, shall maintain, repair, manage and insure the General and Limited Common Elements including the foundations, roofs, exterior walls, common walkways, exterior stairways, plumbing (specifically including the water mains to the 1-1/2" curb stop and the sewer lines to the sewer main), electric and telephone and television wiring systems and networks, exterior lighting, and water meters and connections to, and the separate garage structures appurtenant to each Building, all fencing, parking areas, common trash disposal areas, sidewalks and lawns and shrubs; enforce this Declaration; assess its members for their proportional shares of the costs of such management and maintenance; provide an organizational entity for other activities of the Unit owners and promote the common interests of its members. The administration of the Association shall be in accordance with the provisions of this Declaration, the Articles of Incorporation and with the Bylaws.

The initial monthly assessment to be imposed upon Unit owners shall be determined by the Association, but shall not exceed One Hundred Dollars (\$100.00) per month per Unit, such assessment to commence on the 1st day of the first month following conveyance of such Unit by the Grantor herein to a Unit owner. Determination of the amount of monthly assessments shall be made on at least an annual basis at a regular meeting of the Association.

SECTION NINE RESTRICTIVE USE

- A. No activity of a noxious or offensive nature may be conducted upon or in any Unit nor shall any activity be permitted which may be or may become a nuisance or annoyance to the neighborhood. All Units, Limited Common Elements and General Common Elements are to be kept in a state of good general condition and repair at all times. Television antennas are prohibited.
- B. Specialty antennas utilized for purposes other than television must be approved by the Board of Directors. Television satellite dishes may be allowed, but their size shall be limited to nineteen inches (19") in diameter and their location and the screening design must take into account adjacent Unit owners' views and the views from the public roadways which serve the subdivision. Approval for the installation of satellite dishes must be obtained by the Board of Directors prior to any installation.
- C. No Unit nor the adjacent sidewalks or street shall be used or maintained as a dumping ground for rubbish or junk, specifically junked vehicles, unlicensed vehicles, vehicles which are not in running condition or are in a state of disrepair or appliances and similar objects. Trash, garbage or other waste shall be kept only in sanitary containers. All sanitary containers or disposal equipment shall be of the type and kind that can be removed and/or emptied on a regular basis. No burning of grass, weeds, trash, construction materials, waste or any other material of any sort shall be allowed at any time. All equipment for the storage of disposal of such material shall be kept in clean and sanitary condition. No trash, litter or junk shall be permitted to remain exposed upon the premises.
- D. No business activity or home occupation uses shall be permitted within any Unit. This restriction shall not apply to residential offices within a Unit utilized by the Unit owner only. No such use which causes additional traffic or parking impact by employees or customers of such business use shall be permitted.
- E. No Unit nor any portion thereof shall be rented by the owner for transient purposes, which shall be defined as (a) rental for any period less than 30 days. Other than the foregoing obligations, the owners of the respective Unit shall have the absolute right to lease their Unit and the separate dwelling units therein, provided that all leases are made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws and regulations of the Association.
- F. All watering of scrubs, trees and grass shall be controlled by the Association in the manner deemed most appropriate. No Unit owner may interfere with or interrupt the application of water to landscaping on the General or Limited Common Elements.
- G. No shed, lean-to, canopy or other structure shall be constructed within the subdivision without the express written prior consent of the Board of Directors.
- H. No sign of any kind shall be displayed to the public view on any Unit except for temporary signs of not more than five square feet advertising the Unit for sale.

- I. Commonly accepted domestic pets may be kept provided they are not maintained or kept for commercial purposes. Pets must be under the control of the Tenants of the Unit Owner at all times and will not be allowed to run free. All pets must be on a leash and accompanied by a person at all times when in the Limited or General Common Elements. No livestock or fowl of any kind shall be permitted in any Unit. A maximum of two (2) dogs and/or cats will be allowed to reside in any dwelling unit within a Unit. All Unit owners shall insure that any pets kept by the Unit Owner's Tenants shall not be a nuisance to any other Unit Owner or Tenant. Outdoor pet kennels or dog runs shall not be permitted.
- J. No vehicles, except private passenger automobiles, light-duty trucks and/or vans and recreational-type vehicles, shall be parked or stored on the General or Limited Common Elements. Vehicles that are not in running condition or are in a state of disrepair shall not be parked on the General or Limited Common Elements or on the roads in front of the property more than 72 hours at any one time or as a repeated practice.
- K. No fencing of any sort beyond that originally installed shall be permitted within the subdivision except upon the prior written approval of the Board of Directors.

### SECTION TEN RESERVATION OF ACCESS EASEMENT

Bruso Homes, Inc. hereby reserves for itself, its successors and assigns an easement across the Property (the "Servient Estate") for vehicular access only to real property located contiguous to the Property. The Servient Estate is described as:

Lot Fourteen (14), LESS the South Two Hundred Seventy Three feet (S273') thereof, Block Seven (7), Country West Subdivision, according to the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums,

SECOND Filing, filed on the 20 day of March, 2006, with the Laramie County Clerk at Plat Cabinet 8, Number 187, (hereinafter the "Dominant Estate").

Such access easement is specifically described as:

The East Thirty Three feet (E33') of the South Two Hundred Seventy Three feet (S273') of Lot Fourteen (14), Block Seven (7), Country West Subdivision, according to the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, filed on the day of March, 2006, with the Laramie County Clerk at Plat Cabinet 8, Number 187.

This access easement is for the benefit of the Dominant Estate; is perpetual and may not be amended or modified without the written consent of Bruso Homes, Inc. The Dominent Estate is the real property described as:

The South Two Hundred Seventy Three feet (S273') of Lot Fourteen (14), Block Seven (7), Country West Subdivision, according to the official plat filed for record in Laramie County, Wyoming, for Country West Condominiums, 2nd Filing, filed on the day of March, 2006, with the Laramie County Clerk at Plat Cabinet 3, Number 187.

### SECTION ELEVEN ASSESSMENTS; LIABILITY OF SUBSEQUENT GRANTEE

In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association for the Grantor's share of the assessments up to the time of the grant or conveyance without prejudice to grantee's rights to recover from Grantor the amounts paid by grantee for such assessments. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against Grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject of lien for, any unpaid assessments made by the Association against the Grantor in excess of the amount set forth in the statement.

#### SECTION TWELVE PROPERTY INSURANCE

The Board of Directors of the Association or the management agent, or manager, shall obtain and continue in effect property and casualty insurance covering the General and Limited Common Elements in forms and amounts satisfactory to mortgagees holding first mortgages covering the Units but without prejudice to the right of the owner of a Unit to obtain individual insurance.

## SECTION THIRTEEN TERM; AMENDMENT

This Declaration and all restrictions set forth herein are perpetual and shall run with the land and shall be binding on all parties and all persons claiming under them. This dedication of the Property to this plan of ownership shall not be revoked, or the property removed from the plan of ownership, or any of the provisions herein amended, unless all of the Owners, and the holders/servicers of all the mortgages encumbering the Units, unanimously agree to such revocation, or amendment, or removal of the property from the plan by recorded instruments.

### SECTION FOURTEEN ENFORCEMENT

This Declaration and any covenants, conditions and restrictions set forth herein may be enforced by the owner of any Unit subject to this Declaration or the Association by appropriate proceedings at law or in equity against those persons violating or attempting to violate any covenant or covenants. Such judicial proceedings shall be for the purpose of removing a violation, restraining a future violation, for recovery of damages for any violation or for such

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other and further relief as may be available. The party found to have violated this Declaration shall be responsible for the reasonable attorney's fees incurred by the Committee, the Association or Unit owner in such proceedings. The failure to enforce or cause the abatement of any violation of this Declaration and these Covenants shall not preclude or prevent the enforcement thereof of a further or continued violation, whether said violation shall be of the same or of a different provision within this Declaration. The Board of Directors is in no way responsible for enforcement of the restrictions in this Declaration.

IN WITNESS WHEREOF, we hereby execute this Condominium Declaration and Master Deed the day and year shown.

Bruso Homes, Inc.

By:

William Bruso, President

Jody Bruso, Secretary

STATE OF	)		
	)	SS.	
COUNTY OF	)		

The foregoing Declaration was acknowledged before me by William Bruso and Jody Bruso, known to me to be the President and Secretary respectively of Bruso Homes, Inc., a Colorado corporation, who affirmed that they were executing such document by the authority granted to them by the Board of Directors of Bruso Homes, Inc., and on behalf of Bruso Homes, Inc., this  $i H^{\text{th}}$  day of March, 2006.

Witness my hand and official seal.

Karent Brooks Notary Public

My Commission Expires: 12-8-09

#### SUBDIVISION SETUP FORM

Subdivision F	Proper Name	COUNTRY WEST	CONDOMINIUMS	2ND FILING	•	
	m BRUSO HOMES	TNO				
Grantor BI	RUSO HOMES INC	_			it Date _3/10/2006	
'Grantee I	N RE COUNTRY W	VEST CONDOMINI	UMS 02F			
Legal Descri	ption LOT 14	EXC S273' BL	7 COUNTRY WES	T SUBD		
SUBDIVISIO	N INFORMATI	ON				
		RY WEST CONDO		N	umber 2989	
Block Name	NONE		Lot Name	UNT.T.		
Replats Prev	9	Y/N		ubdivislon Y/N		
Covenants B	Covenants Book/PageO			Old Hard Copy Book/Number COMP		
	ING INFORMA					
TWN/SUBD 2329	For RNG/BLOCK 7	suffix 40-69 (E: BEGIN SEC/LO	OF END SEC	Affected) C/LOT R/V S	w 728184	
		•		Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-Al-A	44	
			· · · · · · · · · · · · · · · · · · ·			
BLOCK#	FOR BEGIN LOT	or suffix 70-99 ( END LOT	New Parcels ( BLOCK#	reated)  BEGIN LOT	END LOT	
2989 NONE	7A	7D	·		CNU COT	
2989 NONE	8A	8D		*		
2989 NONE 2989 NONE	<u>9A</u>	9D				
2989 NONE	10A	10D			-	
2989 NONE	11A	11D				
ZOOD NONE	12A	12D				
				manager from the control of the cont		

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