KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS Charles J. Carroll and Lester L. Cole, a joint venture, owners hereinafter referred to as "Declarants" is the owner of the real property situated in the County of Laramie, State of Wyoming, more particularly described on Exhibit "A" which is attached hereto and is by this reference made a part hereof (hereinafter referred to as the "Real Property"); and

WHEREAS, there presently exists on said real property a duplex building; and

WHEREAS, Declarant desires to convert said building into a condominium and to establish a condominium project under the Condominium Ownership Act of the State of Wyoming, Section 34-20-101 et. seq., Wyo. Stat. Ann., 1977; and

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership in fee simple of real property estates consisting of the area or space contained in each of the duplex units in the building and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property which is hereinafter defined and referred to as the General Common Elements:

NOW, THEREFORE, Declarant does hereby publish and declare that the Real Property, Buildings and Improvements constructed and located thereon, are hereby submitted and dedicated to condominium use and ownership as set forth herein and the following terms, covenants, conditions, easements, and restrictions, uses, limitations, and obligations shall be deemed to run with the land, shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning interest in the Real Property and Improvements, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. Definitions

(a) "Project" means all properties subject to this Declaration and any supplements thereto.

(b) "Entire Premises or Property" means and includes the land, the buildings and all improvements and structures thereon and all rights, easements and appurtenances belonging thereto.

(c) "Unit" means one individual air space which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit as shown on the Condominium Map to be filed for record, together with (1) all fixtures and improvements therein, including built-in appliances and individual unit air conditioners (even though a portion of same may protrude beyond and outside of the exterior wall related to such unit) and the like; (2) the inner decorated or finished surfaces of such unit's perimeter walls, floors, and ceilings; (3) the doors and windows of the unit; and (4) the interior non-supporting walls within the unit. The term does not include, however, structural components of the building, undecorated or unfinished surfaces of the perimeter walls, floors or ceilings of a unit, any utilities running through the unit which serve more than one unit, or any other general common element or part thereof located within the unit.

(d) "Condominium Unit" means the fee simple interest and title in and to a unit together with the undivided interests in the general common elements and the appurtenant limited common elements thereto.

(e) "Owner" means a person, persons, firm, corporation, partnership, association or other legal entity, or any combination thereof, who own(s) a fee interest or an interest as a contract buyer in one or more Condominium Units. Except as may clearly otherwise be the intent, "owner" shall mean...
all owners, if more than one, of a Condominium Unit. The term excludes any such person having an interest therein merely as a mortgagee or contract seller unless such mortgagee or contract seller has acquired a fee simple title interest pursuant to foreclosure or proceedings in lieu thereof or by virtue of declaring a default in a contract for deed.

(g) "Declaration" means this Declaration and supplements thereto, if any.

(h) "Map", "Condominium Map" or Supplemental Map" means and includes the engineering survey of the land depicting and locating thereon all of the improvements; the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all of the improvements and land which are included in this condominium project.

(i) "General Common Elements" means and includes the land described in Exhibit "A"; the structural components of the buildings, including, but not limited to the foundations, girders, beams, supports, roof and main wall; the yards, gardens, non-designated parking and storage spaces, the premises; if any, for the lodging of custodians or persons in charge of the property; installation of central services, such as power, light, gas, hot and cold water, heating and air conditionings, the service roads, if any; the improvements and portions of the buildings and areas therein as are provided for the community use, recreation, utility and common use of all owners; and all other parts of such land and improvements thereon necessary or convenient to its existence, maintenance and safety which are normally and reasonably in general common use, including the air above such land. The general common elements shall be owned, as tenants in common, by the owners of the separate Units, each owner of a Unit having an undivided interest in such general common elements as is hereinafter provided.

(j) "Limited Common Elements" means those parts of the general common elements 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, which shall include by way of illustration and not limitation, patios, storage areas and certain parking spaces, which are specifically designated as being appurtenant to a particular Unit.

(k) "Common Expenses" means and includes (i) expenses of administration, or of operation and management, of repair or replacement of the general and limited common elements; (ii) expenses declared common expenses by the Association; (iii) all sums lawfully assessed against the general and limited common elements by the Board of Managers of the Association; and (iv) expenses agreed upon as common expenses by the Association of Unit Owners.

(l) "Association" means the association formed bearing the name of this condominium project and by-laws which shall govern the administration of this condominium property, the members of which Association shall be all of the owners of the Condominium Units.

(m) "Mortgage" shall mean any mortgage, deed of trust or other document pledging a Condominium Unit as security for the payment of a debt or obligation.

(n) "Mortgagee" shall mean any person, corporation, partnership, trust, company, association or other legal entity which takes, owns, holds or receives a mortgage or deed to trust.

(o) "Institutional Holder" shall mean a mortgage which is a bank or savings and loan association or established mortgage company or other entity under federal or state laws, any corporation or insurance company, or any federal or state agency.

2. Limited Common Elements

Subject to the definition thereof, the limited common elements shall be identified on the Map. Any balcony, porch or patio which is accessible from, associated with and which adjoin (a) a Unit shall, without further reference thereto, be used in connection with such Unit to the exclusion of the use.
thereof by the other owners of the general common elements, except by invitation. All of the owners of Condominium Units in this condominium project shall have a non-exclusive right in common with all of the other owners to use of sidewalks, stairways, recreational facilities, streets and drives located within the entire condominium project. In addition to rights of use herein described and elsewhere described in this Declaration, the Association, its Board of Managers and its Managing Agent shall have the unrestricted irrevocable easement to traverse, cross and utilize any portion of the general common elements which may be necessary in order to maintain, repair or replace general and/or limited common elements. Except as specifically hereinabove required, no reference thereto, whether such limited common elements are exclusive or non-exclusive, need be made in any instrument of conveyance or other instrument in accordance with Paragraph 6 of this Declaration.

3. Division of Property Into Condominium Units

The real property described on Exhibit "A" including the improvements thereon is hereby divided into four fee simple estates (Condominium Units). Each such estate shall consist of a separately designated Unit and the undivided interest in and to the general common elements appurtenant to such unit.

4. Inseparability of a Condominium Unit

Each Unit and the undivided interest in the general and limited common elements appurtenant thereto shall be inseparable and may be conveyed, leased, rented or encumbered only as Condominium Unit.

5. Non-Partitionability of General Common Elements

The general common elements shall be owned in common by all of the Owners of the Units and shall remain undivided. By the acceptance of his deed or other instrument of conveyance or assignment, or real estate sales contract, each Owner specifically waives his right to institute and/or maintain a partition action or any other action designed to cause a division of the general common elements and each Owner specifically agrees not to institute any action therefore. Further, each Owner agrees that this paragraph 5 may be pleaded as a bar to the maintenance of such an action. A violation of this provision shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, the actual attorney fees, costs and other damages the Association incurs in connection therewith. Further, all Owners, and the Association, convenant that they shall neither by act nor omission, seek to abandon, subdivide, encumber, sell or transfer the general common elements without first obtaining the written consent of all of the institutional holders of first mortgages on the Units. Each such first mortgagee and contract seller shall have one vote for each mortgage or contract owned by it. Any such action without the written consent of said mortgagees and contract sellers shall be null and void.

6. Description of Condominium Unit

(a) Every contract for the sale of a Condominium Unit written prior to the recording of the Map and this Declaration may legally describe a Condominium Unit by its identifying Unit designation, followed by the words "Frontier Park Avenue Condominiums." The location of such Condominium Unit shall be depicted on the Map subsequently recorded. Upon recording of the Condominium Map in the County of Laramie, Wyoming, such description shall be conclusively presumed to relate to the thereon described Condominium Units.

(b) After the Condominium Map and this Declaration have been recorded in the Office of the County Clerk of Laramie County, Wyoming, every contract, deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Condominium Unit as follows:

Condominium Unit ___________, FRONTIER PARK AVENUE CONDOMINIUMS, a Condominium in accordance with the Declaration recorded on __________, 1982, in Book ________, at Page _______, of the Laramie County records.

and Condominium Map recorded on __________, 1982, in Book ________, at Page _______, of the Laramie County records.
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 undivided interest in the general common elements appurtenant to said Unit and all other appurtenant properties and property rights, and incorporate all of the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and Condominium Map. Each such description shall be construed to include the use of all of the general common elements.

(c) The reference to the Map and Declaration in any instrument shall be deemed to include any supplements or amendments to the Map or Declaration, without specific reference(s) thereto.

7. Ownership - Title

A Condominium Unit may be held and owned by more than one person in any real property tenancy relationship recognized under the laws of the State of Wyoming.

8. Separate Assessment and Taxation - Notice to Assessor

Declarant shall give written notice to the assessor of the County of Laramie, State of Wyoming, of the creation of a condominium ownership of this property as is provided by law, so that each Unit and the individual interest in the general common elements appurtenant hereto shall be deemed a separate parcel and subject to separate assessment and taxation. The Association, upon request of any first mortgagee, or contract seller shall furnish proof that all taxes, real estate assessments and charges shall relate only to an individual Condominium Unit and not to the condominium project as a whole.

9. Use of General and Limited Common Elements

Each owner shall be entitled to exclusive ownership of his Unit. Each owner may use the general common elements with the other Condominium Unit owners, and in accordance with the purpose for which they are intended. The Association may adopt rules and regulations governing the use of general elements - provided such rules and regulations shall be uniform and non-discriminatory and not in conflict with this Declaration. Each owner, by the acceptance of his deed or other instrument of conveyance or assignment, or by execution of a real estate sales agreement, agrees to be bound by any such adopted rules and regulations.

10. Use and Occupancy

Each Unit shall be occupied and used only as and for a single family residential dwelling for the owner, his family or his guests, or lessees provided the Declarant and its employees, representatives, agents and contractors may maintain business and sales offices, construction facilities and yards, model Units and other facilities on the property during the period of sales. With the exception of a lender in possession of a Condominium Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, an owner shall not lease his Unit for transient or hotel purposes. Leases shall not be for less than an entire Unit and must be in writing. Leases must provide that the terms of the lease are subject to this Declaration and the Association By-Laws and a failure to comply with the terms of such documents shall be a default under the lease.

11. Easements for Encroachments

In the event that any portion of the general common elements encroaches upon any Unit or Units of in the event that any portion of a Unit encroaches upon any other Unit or Units or upon any portion of the general common elements or in the event any encroachment shall occur in the future as a result of: (i) settling of a building; or (ii) alteration or repair to the general common elements; or (iii) repair or restoration of a building (s) or a Unit (s) after damage by fire or other casualty, or condemnation or eminent domain
proceedings; a valid easement shall exist for the encroachment and for the maintenance of the same so long as the building(s) stand. In the event that any one or more of the Units or buildings or the improvements comprising part of the general common elements are partially or totally destroyed and are then rebuilt or reconstructed in substantially the same location, and as a result of such rebuilding any portion thereof shall encroach as provided in the preceding sentence, a valid easement for such encroachment does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the general common elements or on the Units for purposes of marketability of title or other purposes.

There is hereby created a blanket easement upon, across, over and under the above described premises for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephone and electricity, and television systems. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits, on, above, across and under the roofs and exterior walls of said condominiums. Subject to the provisions of Paragraph 29 below, notwithstanding anything to contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on said premises except as initially programmed and approved by the Declaration or by the Association’s Board of Directors. This easement shall in no way affect any other recorded easement on said premises.

An easement is also reserved in, on and over each condominium unit to permit the Association or its designees to affect any desired or necessary maintenance or repairs to a building.

12. Mechanic’s Lien Rights and Indemnification

No labor performed or materials furnished and incorporated in a Unit with the consent of or at the request of the Owner thereof, or his agent, or his contractor of sub-contractor shall be the basis for filing of a lien against the Condominium Unit of any other owner not expressly consenting to or requesting the same. Each owner shall indemnify and hold harmless each of the owners from and against all liability arising from the claim of any lien against the Condominium Unit of any other owner for construction performed, or for labor, materials, service or products incorporated in the owner’s Unit as such owner’s express or implied request. The provisions herein contained are subject to the rights of the Association as set forth in paragraph 15. Notwithstanding the foregoing, any mortgagee or contract seller of a Condominium Unit who shall become the owner of such Unit pursuant to a lawful foreclosure sale or the taking of a deed in Lieu of foreclosure or by declaring a default in a real estate sales agreement shall not be under any obligation to indemnify and hold harmless any other Owner against liability for claims arising prior to the date such mortgagee or contract seller becomes an owner, but shall be under such obligation for any claims hereafter.

13. Nuisances

No nuisances shall be allowed or permitted upon the project or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the project or any property in which the Association owns an interest by the residents thereof be allowed or permitted. All parts of the project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed or permitted to exist. No Owner shall make or permit any use of his Unit or make or permit any use of the general common elements or any property in which the Association owns an interest which will increase the cost of insurance on the property.

No immoral, improper, offensive or unlawful use shall be made of the
project or any property in which the Association owns an interest, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

14. Administration and Management

The administration of this condominium property shall be governed by the By-Laws of Frontier Park Avenue Condominium Owners Association, hereinafter referred to as the "Association". An owner of a Condominium Unit shall become a member of the Association upon conveyance to him of his Condominium Unit and/or upon execution of a real estate sales agreement and shall remain a member for the period of his ownership. The Association shall have two (2) classes of voting membership:

(1) Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned.

(2) Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each completed unit and three (3) votes for each additional unit reserved for future development. The Class B membership shall cease and be converted to Class A membership (a) when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or (b) on January 1, 1986, whichever occurs first.

As shown and reserved in the By-Laws for Frontier Park Avenue Condominium Owners Association, the designation and appointment of a Board of Managers for a period of one (1) year has been or will be exercised by the Declarant.

The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform the duties required of it. Notwithstanding the above, unless all of the institutional holders of first mortgages of the Condominium Units (based upon one vote for each first mortgage owned or held) have given their prior written approval, the Association and the owners shall not be empowered or entitled to:

(1) by act or omission, seek to abandon or terminate the condominium regime.

(2) change the pro rata interest of obligations of any individual Condominium Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazardous insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Condominium Unit in the general common elements.

(3) partition or subdivide any Condominium Unit. (The holder of a first mortgage on a Unit must give its prior written approval before the Unit may be partitioned or subdivided.)

(4) by act or omission, seek to abandon, partition, subdivide encumber, sell or transfer the general common elements.

(5) use hazard insurance proceeds for loss to the improvements for other than the repair, replacement or reconstruction of such improvements.

The Association shall grant to each first mortgagee or contract seller or a Condominium Unit the right to examine the books and records of the Association at any reasonable time.

15. Reservation for Access-Maintenance, Repair and Emergencies

The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the general common elements therein, or for making emergency repairs therein necessary to prevent damage to the general of limited common elements or to another unit. Damage to the interior or any part of a Condominium Unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements.
or as a result of emergency repairs within another Unit, at the instance of the Association, shall be a common expense of all of the owners. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of from action taken to comply with any law, ordinance or order of a governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to the damage. Notwithstanding the foregoing, if any such damage is the result of the carelessness or negligence of any owner, then such owner shall be solely responsible for the costs and expense of repairing such damage.

16. Maintenance and Service Responsibility

(a) Owner:

(1) For maintenance purposes an owner shall be deemed to own the interior non-supporting walls, floors, and ceilings of his Unit; the materials such as, including but not limited to, plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile and flooring, and other materials which make up the finished surfaces of the perimeter walls, ceiling and floors within the unit; but not including the pipes, wire, conduits or systems (which are general common elements and for brevity are herein and hereafter referred to as "utilities") running through his Unit which serve one or more other Units except as a tenant in common with the other owners. Such utilities shall not be disturbed or relocated by an owner without the written prior consent and approval of the Board of Managers, and any such alteration, relocation, enlargement, addition or modification shall be at the owner's expense which expense shall include all expenses incurred by the Association in reference thereto.

(2) An owner shall maintain and keep in repair the interior of his Unit, including the fixtures, doors, windows and utilities located therein to the extent current repair shall be necessary in order to avoid damaging the Condominium Units. All fixtures and equipment and utilities installed within the Unit commencing at a point where the fixtures, equipment or utilities enter the Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair the structural soundness of the improvements or impair the proper functioning of the utilities, heating, air conditioning or plumbing systems or integrity of the buildings or impair any easement or hereditament. An owner shall always keep the balcony, porch or patio area adjoining and appurtenant to his Unit and any other limited common elements appurtenant thereto in a clean, orderly and sanitary condition.

(b) Association:

(1) The Association shall have the duty of maintaining and repairing all of the general common elements within the project and the cost of said maintenance and repair shall be a common expense of all of the owners. The Association shall not need the prior approval of its members to cause such maintenance or repairs to be accomplished, notwithstanding the cost thereof.

(2) The Association shall provide to the Owners the following services which shall be paid for out of the common expense assessment, to wit:

(a) maintenance of the general common elements;

(b) administration and management of the project;

(c) providing heating and lighting;

(d) obtaining the insurance required in Paragraph 20 hereof (optional);

(e) enforcement of the covenants, conditions, and restrictions set forth in the Declaration, enforcement
of all obligations owed to the Association by the Owner;

(f) acting as attorney-in-fact in the event of damage or destruction as provided for in Paragraph 25 hereof; and

(g) performing all other acts required by this Declaration, or the Article of Incorporation and By-Laws of the Association.

(h) notwithstanding the above, the Association reserves the right to hire one or more persons or entities, including a managing agent, contractors and employees to perform such services, provided, however, that any such contracts shall not be for a term in excess of three years and shall provide that the same may be terminated on thirty (30) days written notice with or without cause or payment of a termination fee.

Notwithstanding the above, the Association reserves the right to hire one or more persons or entities including a Managing Agent, contractors, and employees to perform such services.

17. Compliance with Provisions of Declaration, By-Laws of Association

Each owner shall comply strictly with the provisions of this Declaration and By-Laws of this Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or injunctive relief, or both, and for reimbursement of all attorney's fees and costs incurred in connection therewith, which action shall be maintainable by the Association's Board of Directors in the name of the Association on behalf of the owners, or, in a proper case, by an aggrieved owner.

18. Revocation or Amendment to Declaration

(a) Except as is otherwise provided, this Declaration shall not be revoked unless the owners representing an aggregate ownership interest of 100% of the general common elements and all holders of any recorded first mortgages or deeds of trust and all contract sellers consent and agree to such revocation by instrument duly recorded. This Declaration shall not be amended unless the owners representing an aggregate ownership of at least seventy-five percent (75%) of the general common elements and all of the institutional holders of recorded first mortgages or deeds of trust and contract sellers consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the undivided interest in the general common elements appurtenant to each Unit, as expressed in the Declaration, shall have a permanent character and all of the first mortgagees and contract sellers as expressed in an amended Declaration duly recorded. The consent (s) of any junior mortgagee shall not be required under the provisions of this paragraph. In determining whether the appropriate percentage of mortgagees and contract seller approval is obtained when so required by the terms of this Declaration, each first mortgagee and contract seller shall have one (1) vote for each first mortgage owned and for each real estate sales agreement in which he is the seller.

(b) The Association shall at least thirty (30) days prior to the effective date of any amendment to this Declaration, notify the holders of all recorded first mortgages or deeds of trust encumbering a Condominium Unit (s) and contract sellers of such amendment.

19. Assessment for Common Expenses

All owners shall be obligated to pay the estimated assessments imposed by the Association to meet the common expenses attributable to the property included in this Declaration. The assessment shall be made in proportion to each Owner's interest in and to the general common elements. The limited common elements shall be maintained as general common elements and owners having exclusive use thereof shall not be subject to any special charges
or assessments. (Except, however, this shall not impose upon the Association the obligation to clean or sweep or remove snow from any of the limited common elements). Assessments for the estimated common expenses, including at the option of the Association, insurance shall be due periodically in advance. The Association shall prepare and deliver by mail to each owner a periodic statement for the estimated actual expenses.

Contributions for periodic assessments shall be prorated if the ownership of a Condominium Unit commences on a day other than the first day of a month.

The assessments made for the common expenses shall be based upon the cash requirements deemed to be the aggregate sum the Association shall from time to time determine is to be paid by all of the owners, including Declarant, to provide for payment of all estimated expenses growing out of or connected with the maintenance and operation of the general common elements, which sum may include among other things, expenses of management; taxes and special assessments until separately assessed, if assessed by the association; fire insurance with extended coverage and vandalism and malicious mischief insurance with endorsements attached in the amount of the maximum replacement value of all of the Condominium Units, including all fixtures, interior walls and partitions, decorated and finished surfaces of perimeter walls, floors and ceilings, doors and windows and elements or materials comprising a part of the Unit; casualty and public liability and other insurance premiums; landscaping and care of grounds; yard and sidewalk maintenance; snow removal charges; exterior building maintenance including painting; gas and electric charges; repairs and renovations; trash and garbage collections; wages; sewer and water charges; legal and accounting fees; management fees; expenses and liabilities incurred by the Association under or by reason of this Declaration; the payment of any deficit remaining from a previous period; the creation of reasonable contingency or other reserve sinking or surplus funds, as well as other costs and expenses relating to the general common elements.

The omission or failure to fix the assessment or deliver or mail a statement for any period shall not be deemed a waiver, modification or a release of the owners from their obligations to pay the same.

The Association shall be obligated to establish a reserve fund for the maintenance, repair and replacement of those general common elements that must be replaced periodically and such reserve fund shall be funded through the periodic payments of the common expenses and not be extraordinary special assessments.

20. Insurance

(a) The Board of Managers of the Association shall obtain and maintain at all times, to the extent obtainable, policies involving standard premium rates, established by the Wyoming Insurance Commissioner, and written with companies licensed to do business in Wyoming and having a Best's Insurance Report rating of AAA or better, covering the risks set forth below. The Board of Managers of the Association shall not obtain any policy where:

(i) under the terms of the insurance company's charter, by-laws or policy, contributions of assessments may be made against the mortgagor or mortgagee's designee; or
(ii) by the terms of carrier's charter, by-laws or policy, loss payments are contingent upon action by the company's Board of Directors, policyholders or members; or
(iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or the mortgagor from collecting insurance proceeds. The types of coverages to be obtained and risks to be covered are as follows, to-wit:

(1) Fire insurance with extended coverage and all risk endorsements, which endorsements shall include endorsements for vandalism, malicious mischief, boiler explosion and machinery with a minimum endorsed amount of $50,000.00 per accident per location. Said casualty insurance shall insure the entire condominium project and any property, the nature of which is a common element (including all of the Units, fixtures therein initially installed by the Declarant but not including furniture, furnishings or other personal property supplied by or installed by Unit owners) together with all service equipment contained therein in an amount equal to the full
replacement value, without deduction for depreciation. All policies shall contain a standard non-contributory mortgage or contract clause in favor of each mortgagee or contract seller of a Condominium Unit, which shall provide that the loss, if any, thereunder, shall be payable to the Frontier Park Avenue Condominium Owners Association, for the use and benefit of mortgagees or contract sellers as their interest may appear.

(2) Public liability and property damage insurance in such limits as the Board of Managers of the Association may from time to time determine, but not in an amount less than $500,000.00 per injury, per person, per occurrence and umbrella liability limits of $1,000,000.00 per occurrence, covering all claims for bodily injury or property damage. Coverage shall include, without limitation, liability for personal injuries, operations of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the project. Said policy shall also contain a "severability of interest endorsement".

(3) Worker's Compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

(4) The Association shall purchase in an amount not less than one hundred fifty percent (150%) of the Association's estimated annual operating expenses and reserves, fidelity coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

(5) The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the project, including plate or other glass insurance and any personal property of the Association located therein.

(b) All policies of insurance to the extent obtainable shall contain waiver of subrogation and waivers of any defense based on invalidity arising from any acts of a Condominium Unit owner and shall provide that such policies may not be cancelled or modified without at least ten (10) days prior written notice to all of the insureds, including mortgagees and contract sellers. Duplicate originals of all policies and renewals thereof, together with proof of payments of premiums, shall be delivered to all mortgagees and contract sellers at least ten (10) days prior to expiration of the then current policies. The insurance shall be carried in blank form naming the Frontier Park Avenue Condominium Owners Association as the insured, as attorney-in-fact for all of the Condominium Unit owners, which policy or policies shall identify the interest of each Condominium Unit owner (owner's name and Unit number designation), first mortgagee and contract seller.

(c) Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Managers of the Association shall obtain an appraisal from a duly qualified real estate or insurance appraiser, which appraiser shall reasonably estimate the full replacement value of the entire condominium project, without deduction for depreciation, for the purpose of determining the amount of the insurance to be effected pursuant to the provisions of this insurance paragraph. In no event shall the insurance policy contain a co-insurance clause for less than eighty percent (80%) of the full replacement cost. Determination of maximum replacement value shall be made annually by one of more written appraisals to be furnished by a person knowledgeable of replacement cost, and each mortgagee shall be furnished with a copy thereof, within thirty (30) days after receipt of such written appraisals. Such amounts of insurance shall be contemporaneously annually in accordance with their currently determined maximum replacement value.

(d) Unit owners may carry other insurance for their benefit and at their expense, provided that all such policies shall contain waivers of subrogation, and provided further that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit owner.
(e) INSURANCE COVERAGE ON FURNISHINGS. INCLUDING CARPET, DRAPE RIES, OVEN, RANGE, REFRIGERATOR, WALLPAPER, DISPOSAL AND OTHER ITEMS OF PERSONAL OR OTHER PROPERTY BELONGING TO AN OWNER AND PUBLIC LIABILITY COVERAGE WITHIN EACH UNIT SHALL BE THE SOLE AND DIRECT RESPONSIBILITY OF THE UNIT OWNER THEREOF, AND THE BOARD OF MANAGERS. THE ASSOCIATION AND/OR THE MANAGING AGENT SHALL HAVE NO RESPONSIBILITY THEREOF.

(f) In the event that there shall be any damage or destruction to, or loss to a Unit which exceeds $1,000.00 and any damage or destruction, or loss to the common elements which exceeds $10,000.00 then notice of such damage or loss shall be given to the Association to each first mortgagee of said Condominium Unit within 10 days after the occurrence of such event.

21. Lien for Non-Payment of Assessments

All sums assessed by the Association but unpaid by the owner by any Condominium Unit, including interest thereon at twelve percent per annum, shall constitute a lien on such Unit superior (Prior) to all other liens and encumbrances, except only for tax and special assessment liens in favor of a governmental assessing entity, and all sums unpaid on a first Mortgage or first Trust Deed of record, or a real estate sales agreement, including all unpaid obligatory sums as may be provided by such encumbrance or contract, and including additional advances made thereon prior to the arising of such lien.

To evidence such lien for unpaid assessments, the Association shall prepare a written notice setting forth the amount, the name of the owner of the Condominium Unit. Such notice shall be signed on behalf of the Association and by an officer of the Association and shall be recorded in the Office of the Clerk of Laramie County, Wyoming. Such lien shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure by the Association of the defaulting owner's Condominium Unit in like manner as mortgages on real property. The lien provided herein shall be in favor of the Association and for the benefit of all of the Condominium Unit owners who are members of the Association. In any such foreclosure the owner shall be required to pay the costs and expenses of such proceedings, the costs, expenses and attorney's fees in connection with such foreclosure. The owner shall also be required to pay to the Association the periodic assessment for the Condominium Unit during the period of foreclosure and the Association shall be entitled to a receiver to collect the same. The Association on behalf of the Unit owners shall have the power to bid in the Condominium Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same. The Association shall send to each first Mortgagee and contract seller a copy of the Notice of Lien or contract on a Condominium Unit may, but shall not be required to, pay any unpaid common expense payable with respect thereto upon such payment, such encumbrances shall have a lien on such Unit for the amounts paid, of the same rank as the Lien of his encumbrance or contract, without the necessity of having to record a Notice or claim of such Lien. Upon request of a mortgagee or contract seller, the Association shall report to the mortgagee or contract seller of a Condominium Unit any unpaid assessment remaining unpaid for longer than sixty (60) days after the same is due, or other default of any covenant, condition, obligation or term of this Declaration and/or By-Laws not cured within sixty (60) days; provided, however, that a mortgagee or contract seller shall have furnished to the Association, notice of such encumbrance.

Declarant states, in accordance with the requirements of the Wyoming Condominium Ownership Act, that it is possible that liens other than mechanic's liens, assessment liens and tax liens may be obtained against the common elements, including judgment liens and purchase money mortgage liens.

22. Owner's Obligation for Payment of Assessments

The amount of the expenses assessed by the Association against each
Condominium Unit shall be the personal and individual debt of the owner thereof at the time the assessment is made. Suit to recover a mony judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. No owner may exempt himself from liability for his contribution toward the common expenses by a waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit.

23. Liability for Common Expenses Upon Transfer of Condominium Unit to Joint Owner

Upon payment of a reasonable fee not to exceed Twenty Dollars and upon the written request of any owner, any prospective mortgagee or contract seller of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid expenses assessed to such Unit. If any, the amount of the current periodic assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten days, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

The grantee and/or contract buyer of a Unit, except for a first mortgagee who comes into possession of a Condominium Unit pursuant to the remedies provided in its mortgage or becomes an owner of a Condominium Unit pursuant to foreclosure of its mortgage or by the taking of a deed in lieu thereof, and except for a contract seller who becomes an owner by virtue of declaring a default in a real estate sales agreement, shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his proportionate share of expenses up to the time of the grant, contract or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore; provided, however, and upon payment of a reasonable fee not to exceed Twenty Dollars, and upon written request any such prospective grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current monthly assessment and the date that such assessment becomes due, credit for advanced payments or for prepaid items, including but not limited to insurance premiums, which shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten days of such request, then such grantee shall not be liable for, nor shall the Condominium Unit conveyed be subject to lien for any unpaid assessments against the subject Unit. Notwithstanding the terms and provisions set forth above, no first mortgagee or contract seller shall be liable for any unpaid common expense assessments accruing prior to the time such mortgagee or contract seller becomes the owner of any Condominium Unit, whether by way of foreclosure or any proceedings in lieu thereof or default in a contract, but will be for those thereafter.

24. Mortgaging a Condominium Unit-Priority

Any owner shall have the right from time to time to mortgage or encumber his interest by Deed of Trust, Mortgage or other security instrument. A first Mortgage shall be on which has first and paramount priority under applicable law. The owner of a Condominium Unit may create junior Mortgages on the following conditions: (a) that any such junior Mortgages shall always be subordinate to all terms, conditions, expenses and other obligations created by this Declaration and by the By-Laws; (2) that the mortgagee under any junior Mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon said premises, which insurance policies were affected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior Mortgagee upon written request of the Association, and if not granted, may be executed by the Association as attorney-in-fact for such Junior Mortgagee.
25. **Association Attorney-in-Fact**

This Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the property upon its damage, destruction or obsolescence. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a Deed from the Declarant or from any owner shall constitute appointment of the attorney-in-fact herein provided. All of the owners irrevocably constitute and appoint Frontier Park Avenue Condominium Owners Association their true and lawful attorney in their name, place and stead for the purpose of dealing with their property upon its damage, destruction or obsolescence as is hereafter provided. As attorney-in-fact, the Association shall have full and complete authority, right and power to make, execute and deliver any contract, Deed or any other instrument with respect to the interest of a Condominium Unit owner which may be necessary and appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding sub-paragraph means restoring the improvements to substantially the same condition in which they existed prior to the damage, with each Unit and the general and limited elements having the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair, restoration or replacement as is provided hereinafter.

(a) In the event of damage or destruction due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the improvements, shall be applied by the Association, as attorney-in-fact, to such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right and power, as attorney-in-fact, to cause the repair and restoration of the improvements.

(b) If the insurance proceeds are insufficient to repair and reconstruct the improvement(s), and if such damage is not more than seventy percent (70%) of the total replacement cost of all the Condominium Units in this Project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the owners and their Condominium Units. Such special assessment shall be a common expense and made pro rata according to each Owner’s interest in the general common elements and shall be due and payable within thirty (30) days after written notice thereof. The Association shall have full authority, right and power as attorney-in-fact to cause the repair, replacement or restoration of the improvements, using all of the insurance proceeds for such purpose notwithstanding the failure of an owner to pay the assessment. The assessment provided for herein shall be a debt of each owner and a lien on his Condominium Unit and may be enforced and collected as is provided in Paragraph 21. In addition thereto, the Association, as attorney-in-fact shall have the absolute right and power to sell the Condominium Unit of any owner refusing or failing to pay such deficiency assessment within the time provided, and if not so paid the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent owner shall be sold by the Association as attorney-in-fact pursuant to the provisions of this paragraph. Assessments for common expenses shall not be abated during the period of insurance adjustment and repair and reconstruction. The delinquent owner shall be required to pay to the Association the costs and expenses for filing the notice, interest at a rate of 12% per annum, on the amount of the assessment and all reasonable attorney’s fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association as attorney-in-fact in the following order:

1. For payment of taxes and special assessment liens in favor of any assessing entity and the customary expenses of sale;

2. For payment of the balance of the lien of any First Mortgage or the balance due pursuant to a real estate sales agreement:
3. For payment of unpaid common expenses and all costs, expenses and fees incurred by the Association;

4. For payment of junior liens and encumbrances in the order of and to the extent of their priority; and

5. The balance remaining, if any, shall be paid to the Condominium Unit owner.

(c) If the insurance proceeds are insufficient to repair and reconstruct the improvements, and if such damage is more than seventy percent (70%) of the total replacement cost of all of the Condominium Units in this project, not including land, such damage or destruction shall be promptly repaired and reconstructed by the Association, as attorney-in-fact, using the proceeds of insurance and the proceeds of a special assessment to be made against all of the owners and their Condominium Units, provided, however, that owners representing an aggregate ownership interest of seventy-five percent (75%) or more of the general common elements and at least seventy-five percent (75%) of the first mortgagees and contract sellers of the record may agree not to repair or reconstruct the improvements; and in such event, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association’s President and Secretary or Assistant Secretary, the entire project shall be sold by the Association pursuant to the provisions of this paragraph, as attorney-in-fact for all of the owners, free and clear of the provisions contained in this Declaration, the Map, Articles of Incorporation and By-Laws. Assessments for common expenses shall not be abated during the period prior to sale. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each owner’s interest in the common elements, and such divided proceeds shall be paid into separate accounts, each such account representing one of the Condominium Units. Each such account shall be in the name of the Association, and shall be further identified by the Condominium Unit designation and the name of the owner. From each separate account the Association, as attorney-in-fact, shall forthwith use and disburse the total amount of each of such amounts, without contribution from one account to another, toward the partial or full payment of the lien of any first mortgagee encumbering the Condominium Unit represented by such separate account or partial or full payment of any amount due pursuant to a real estate sales agreement. Thereafter, each such account shall be supplemented by the apportioned amount of the proceeds obtained from the sale of the entire property. Such apportionment shall be based upon each Condominium Unit Owner’s interest in the general common elements. The total funds of each account shall be used and disbursed, without contribution, from one account to another by the Association, as attorney-in-fact for the same purposes and in the same order as is provided in sub-paragraph (b) of this paragraph. In the event that the damage is to be repaired or reconstruction is to be made then the provisions of sub-paragraph (b) shall apply.

(d) The owners representing an aggregate ownership interest of eighty percent, or more of the general common elements in this project may agree that the general common elements are obsolete and adopt a plan for the renewal and reconstruction, which plan must have the approval of all of the institutional holders of first mortgagees of record and contract sellers at the time of the adoption of such plan. If a plan for the renewal or reconstruction is adopted, notice of such plans shall be recorded, and the expense of renewal and reconstruction shall be payable by all of the owners as a common expense, whether or not they have previously consented to the plan of renewal and reconstruction. The Association, as attorney-in-fact, shall have the absolute right and power to sell the Condominium Unit of any owner refusing or failing to pay such assessment within the time provided, and if not so paid, the Association shall cause to be recorded a notice that the Condominium Unit of the delinquent owner shall be sold by the Association. The delinquent owner shall be required to pay to the Association the
costs and expenses for filing the notices. Interest at the rate of ten percent (10%) per annum and all reasonable attorney's fees. The proceeds derived from the sale of such Condominium Unit shall be used and disbursed by the Association, as attorney-in-fact, for the same purposes and in the same order as is provided in sub-paragraph (b) of this paragraph.

(c) The owners representing an aggregate ownership interest of eighty percent (80%) of more, of the general common elements may agree that the Condominium Units are obsolete and that the same should be sold. Such plan or agreement must have the approval of all of the first mortgagees and contract sellers of the Condominium Units. In such instance, the Association shall forthwith record a notice setting forth such facts, and upon the recording of such notice by the Association's President and Secretary or Assistant Secretary, the entire project shall be sold by the Association as attorney-in-fact, for all of the owners, free and clear of the provisions contained in this Declaration, the Map, the Articles of Incorporation and the By-Laws. The sale proceeds shall be apportioned among the owners on the basis of each owner's interest in the general common elements, as such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall be in the name of the Association and shall be further identified by the Condominium Unit designation and the name of the owner. From each separate account, the Association, as attorney-in-fact shall use and disburse the total amount (of each) of such accounts, for the same purposes and in the same order as is provided in sub-paragraph (b) of this paragraph.

(f) The provisions of sub-paragraph (a) through (e) of this Paragraph 25 shall be applicable only to those Condominium Units committed to and covered by this Declaration.

The power of attorney hereinafter referred to shall also apply to the Association's right to maintain, repair and improve all of the buildings and general and limited common elements.

26. Condemnation

If at any time or times during the continuance of the Condominium ownership pursuant to this Declaration, all or any part of the condominium project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions of this Article shall apply:

(a) Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereafter called the "Condemnation Award" shall be payable to the Association.

(b) Complete Taking.

(1) In the event that the entire project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the co-ownership pursuant hereof shall terminate. The Condemnation Award shall be apportioned among the owners on the same basis of each Condominium Unit owner's interest in the general common elements, provided however, that if a standard different from the value of the property as a whole is employed as the measure of the Condemnation Award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

(2) On the basis of the principle set forth in the last paragraph, the Association shall as soon as practicable determine the share of the condemnation award to which each owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Paragraph 25.

(c) Partial Taking. In the event that less than the entire condominium project is taken or condemned, sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate.
Each owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Association shall reasonably and in good faith, allocate the Condemnation Award between compensation, damages or other proceeds and shall apportion the amounts so allocated among the owners as follows: (a) the total amount allocated to taking of or injury to the common elements, shall be apportioned among the owners on the basis of each owner’s interest respectively in the common elements; (b) the total amount allocated to severance damages shall be apportioned to those Condominium Units which were not taken or condemned; (c) the respective amounts allocated to the taking or injury to a particular Unit involved and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If the allocation of the Condemnation Award is already established in negotiations, judicial decree or otherwise, then in allocating the Condemnation Award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be disbursed as soon as practicable in the same manner as provided in Paragraph 25. In the event a partial taking results in the taking of a complete Unit, the owner thereof automatically shall cease to be a member of the Association, shall cease to hold any right, title or interest in the remaining common elements and shall execute any and all documents necessary to accomplish the same. Thereafter, the Association shall reallocate the ownership, voting rights and assessment ratio in accordance with the Declaration according to the same principles employed in this Declaration at its inception (square footage ratio) and shall submit such reallocation to the owners and co first mortgagees or contract sellers of remaining units for amendment of this Declaration as provided in Paragraph 18.

27. Personal Property for Common Use

The Association may acquire and hold for the benefit of the condominium owners, real, tangible and intangible personal property and may dispose of the same by sale, or otherwise, and the beneficial interest in any such property shall be owned by the condominium owners in the same proportion as their respective interests in the general common elements and shall not be transferable except with a transfer of a Condominium Unit. A transfer of a Condominium Unit shall transfer to the transferee ownership of the transferor’s beneficial interest in such real or personal property without any reference thereto or exclusion of a bill of Sale. Each owner may use such real and personal property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners. Sale of a Condominium Unit under foreclosure shall thereby entitle the purchaser thereof to the beneficial interest in the real and personal property associated with the foreclosed Condominium Unit.

28. Registration by Owner of Mailing Address

Each owner shall register his mailing address with the Association, and except for periodic statements and other routine notices, all other notices or demands intended to be served upon an owner shall be sent by either registered or certified mail, postage prepaid and addressed in the name of the owner to such registered mailing address.

29. Period of Condominium Ownership

The separate condominium estates created by this Declaration and the Map shall continue until this Declaration is revoked in the manner and as provided in Paragraph 18 of this Declaration or until terminated in the manner and as is provided in sub-paragraph (c) or (e) of Paragraph 25 of this Declaration.
30. Restrictive Covenants

(a) The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. All buildings or structures are presently erected upon the property and no buildings or structures shall be moved from other locations onto said premises and no subsequent buildings other than buildings on the Map shall be built on the property where the builder Therefore programmed and constructed a building. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used or permitted to be kept or stored on any portion of the premises at any time other temporarily or permanently.

(b) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant, his agent, employee and contractors to maintain during the period of sale of the Condominium Units, upon such portion of the property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient of incidental to the sale of Condominium Units and interests, including, but without limitation, a business office, storage area, signs, model units, sales office, parking areas and lighting.

(c) No animal, livestock, or poultry of any kind shall be raised bred, or kept on the property, except that dogs, cats of other household pets may be kept, subject to rules and regulations from time to time adopted and amended by the Association.

(d) No advertising signs (except one of not more than one square foot "For Rent" or "For Sale" sign per Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the premises, nor shall the premises be used in any way of for any purpose which may endanger the health of unreasonably disturb the owner of any Condominium Unit or any resident thereof. Further, no business activities of any kind whatever shall be conducted in any building or in any portion of the property. Provided further, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Declarant, its agent, contractors, and assigns during the sale period, and of the Association, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

(e) All clotheslines, equipment, garbage cans, service yards, wood piles, or storage piles shall be kept screened by adequate planning or fencing so as to conceal them from view of neighboring Units and streets. All rubbish, trash or garbage shall be regularly removed from the property, and shall not be allowed to accumulate thereon.

(f) Except in the individual patio areas, no planting or gardening shall be done, and no fences, hedges or wall shall be erected or maintained upon said property, except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association.

(g) No exterior additions, alterations, or decorating to any buildings, nor changes in fences, walls, gates, and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to conformity and harmony of external design and location with existing structures in the property by the Association, or by a representative designated by it.

31. Association Right to Acquire Additional Property

(a) The Board of Managers may acquire and hold for the benefit of all of the Condominium Unit owners tangible personal property and may dispose of the same by sale or otherwise. The beneficial interest in any such property shall be owned by all of the Condominium Unit owners in the same proportions as their respective interests in the general common elements, and such interest therein shall not be transferable except with a conveyance
of a Condominium Unit. A conveyance of a Condominium Unit shall transfer to the grantee ownership of the grantor's beneficial interest in all such property interests associated with and appurtenant to the subject Condominium Unit.

32. Reservation to Enlarge and Supplement Condominium Project

(a) Declaratant, for itself, its successors and assigns, shall have and hereby expressly reserves the right to enlarge this Condominium Project by annexing and submitting hereto, within seven years from the date of recordation of this Declaration, all or a part of the real property, and improvements thereon, described on Exhibit 3 hereto. Such additions shall be expressed in and by duly recorded Supplement(s) to this Declaration and by filing for record of additional section(s) of supplement(s) to the Map. The reference herein to the Map and Declaration in any instrument shall be deemed to include any supplement to the Map and Declaration without specific reference thereto.

(b) Upon Declaratant's annexation of additional property to this Declaration and the filing of the supplemental condominium map thereof, the undivided interest in the common elements (including all common elements located on the Property described on Exhibit "A" attached hereto, all common elements located on the additional property contained in such annexation and all common elements contained in any other property annexed to this Declaration prior to such annexation) appurtenant to each Condominium Unit shall automatically be reduced to a fraction, the numerator of which shall be the number of square feet contained in each Condominium Unit and the denominator of which shall be the total number of square feet contained in all Condominium Units then subject to this Declaration, with such square footages to be determined by Declaratant, and the undivided interest in the common elements appurtenant to each Condominium Unit described in and annexed by such supplemental condominium map shall be the same fraction. The new undivided interests in the common elements for the Condominium Units initially created by this Declaration and for the Condominium Units annexed by such supplemental condominium map shall be set forth in the supplement to this Declaration annexing such additional real property. The maximum undivided interest in the Common Elements for each of the Condominium Units initially created by this Declaration is as set forth on Exhibit 2 hereto, and the minimum undivided interest in the common elements for all Condominium Units in the entire Condominium Project after all of the real property described on Exhibit 3 hereto has been annexed is as set forth on Exhibit 4 hereto.

(c) Except as may be otherwise provided by the provisions of such Supplement(s) to this Declaration, all of the provisions contained in this Declaration shall be applicable to such additional Condominium Units submitted to this Condominium Project. The maximum number of units which may be annexed to this property is one duplex consisting of two (2) units of approximately the same architectural character as the presently existing duplex.

(d) As additional Condominium Units are submitted to this Condominium Project and in order that the common expenses of the Condominium Project be shared equally by the owners of the initially submitted Condominium Units and the owners of all subsequently submitted additional Condominium Units, the common expenses shall be shared pro rata according to the undivided interests of the owners in the common elements after such annexation, or may be as a uniform rate for all units to be determined by the Board of Directors. Each Condominium Unit in the Condominium Project, regardless of the number of owners, shall be entitled to one vote which shall not change by the enlargement of the Condominium Project or otherwise.

(e) Annexations to this Declaration will contain new additions to the General and Limited Common Elements, which additions may contain any or all of the types of General and Limited Common Elements described herein. Notwithstanding any such annexation, each owner (regardless of whether such owner is the owner of a current Condominium Unit enumerated in Exhibit "A" attached hereto or is the owner of a Condominium Unit contained in an annexation) shall remain fully liable in accordance with the provisions hereof.
with respect to his obligation for the payment of the common expenses of the Association, including the expenses for such new General and limited common elements and new recreational facilities, costs and fees, if any.

(f) Additional property described on Exhibit "B" will ultimately be annexed to this Condominium Project. The rights of Declarant, its successors and assigns, as described herein shall apply to all properties which are added to this Condominium Project in accordance with this provisions relating to enlargement thereof.

33. Acceptance of Provisions of All Documents

The conveyance of encumbrance of a Condominium Unit shall be deemed to include the acceptance of all of the provisions of this Declaration and Association By-Laws and shall be binding upon each grantee without the necessity of inclusion of such an express provision in the instrument of conveyance or encumbrance.

34. General

(a) If any of the provisions of this Declaration of any paragraph, sentence, clause, phrase or word, or the application thereof in any circumstances be invalidated, such validity shall not affect the validity of the remainder of this Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected hereby.

(b) The provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Wyoming and to all other provisions of law.

(c) Whenever used herein unless the context shall otherwise provide, the plural, the singular, and the use of any gender shall include all genders

(d) In the event there shall be any conflict between the provisions of this Declaration and any By-Law or rule and regulation of the Association, the provisions of this Declaration shall be deemed controlling.

IN WITNESS WHEREOF, Declarant has caused this Declaration and Master Deed to be executed this 27th day of January, 1984.

CHARLES J. CARROLL AND LESTER L. COLE,
A Joint Venture

By: [Signature]
By: [Signature]

DEED OF TRUST

STATE OF WYOMING )
COUNTY OF LARAMIE )

SUBSCRIBED AND SWORN TO before me by Charles J. Carroll and Lester L. Cole, joint venture, of the above described joint venture, this 27th day of January, 1984.

WITNESS my hand and official seal.

EXHIBIT "A"

Legal Description

The East 70' of Lots 1 and 2, Block 1026, Capitol Heights Addition to the City of Cheyenne, Laramie County, Wyoming, now known as Frontier Park Avenue condominiums.

EXHIBIT "B"

Legal Description

Lots 1 and 2, except the East 70 feet thereof, Block 1026, Capitol Heights Addition to the City of Cheyenne, Laramie County, Wyoming, now known as Frontier Park Avenue condominiums.
AMENDMENT TO

CONDOMINIUM DECLARATION

FRONTIER PARK AVENUE CONDOMINIUMS

Pursuant to Paragraph 32 of the Frontier Park Avenue Condominium Declaration dated February 24, 1984, recorded March 2, 1984 in Book 1195 at pages 678-699, inclusive, Laramie County, Wyoming, records, hereinafter referred to as "Declaration", Charles J. Carroll and Lester L. Cole, a Joint Venture, as Declarant, does hereby amend said Declaration to expand and add a portion of the reserved Additional Land as follows:

1) Exhibit A describing the "Real Property" shall be amended to include the following tract of land:

   All of Lots 1 and 2, Block 1026, Capitol Heights Addition to the City of Cheyenne, Laramie County, Wyoming, hereinafter referred to as "Portion of Additional Land".

2) The two (2) Condominium Units located upon the Portion of Additional Land are hereby designated as Condominium Unit 906 and Condominium Unit 910 and shall be described as follows:

   Condominium Unit [&#126;], Frontier Park Avenue Condominiums, a Condominium in accordance with the Declaration recorded on March 2, 1984, in Book 1195, Page 678, and Condominium Map recorded February 24, 1984 in Plat Cabinet 5 Slot 100, of the Laramie County, Wyoming records, and in accordance with the Amended Declaration recorded on [&#126;], 1985, in Book 1216, Page 49, and Supplemental Condominium Map recorded [&#126;], 1985 in Plat Cabinet 5 Slot 147 of the Laramie County, Wyoming records.

3) Exhibit C is hereby deleted and Exhibit D is substituted in lieu thereof with the following changes:

   a) Paragraph 1 of Exhibit D shall read:

      The real property described in Exhibit A is hereby divided into the following fee simple estates:

   b) Unit 908 is redesignated as Unit 910 and is herein and in the future referred to as Unit 910.

The Declarant does hereby reaffirm that the Portion of Additional Land shall be subject to and governed by the Declaration and is hereby submitted and dedicated to condominium use and ownership as set forth in said Declaration.

In Witness Whereof, the Undersigned Declarant has executed this amended declaration this 2nd day of July, 1985.

CHARLES J. CARROLL and LESTER L. COLE, a joint venture.

[Signatures]

Lester L. Cole
STATE OF WYOMING  
COUNTY OF LARAMIE 

SUBSCRIBED AND SWORN TO before me by Charles J. Carroll and Lester L. Cole, joint venture, of the above described joint venture, this __ day of July, 1985.

WITNESS my hand and official seal.

My commission expires: August 9, 1987

MICHAEL PELL - NOTARY PUBLIC