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COPY TO ASSESSOR

228532

GOLF VIEW III

LARAMIE COUNTY CLERK  
CHEYENNE, WY.

DECLARATION

'98 JUN 30 PM 4 41

THIS DECLARATION IS MADE THIS 23 day of June, 1998, by Ramona A. Dunn, a married person (hereinafter referred to "declarant").

WITNESSETH:

WHEREAS, declarant is the owner of certain real property situated in Cheyenne, County of Laramie, Wyoming, which is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter referred to as the "real property"); and

WHEREAS, there has been constructed on the real property certain improvements consisting of a four unit multi-family structure and declarant desires to convert said building into a condominium project under the Condominium Ownership Act of the state of Wyoming; 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 units in the building improvements and the co-ownership by the individual and separate owners thereof as tenants in common, of all the remaining real property (herein defined and referred to as the "general common elements").

NOW, THEREFORE, declarant does hereby publish and declare that the real property, building 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, her successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, devisees or assigns.

ARTICLE I  
DEFINITIONS

1.1 "Association" shall mean and refer to Golf View III, L.L.C., its successors and assigns.

1.2 "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any unit which is a part of the declarant's property, including contract

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purchasers, but excluding those having such interests merely as security for the performance of an obligation.

1.3 "Real Property" shall mean and refer to declarant's real property described in Exhibit "A", attached hereto and incorporated herein by reference.

1.4 "Common Elements" means the entire project, excepting all units.

1.5 "Individual Air Space Unit" means that space bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, together with all non-bearing walls, fixtures and improvements therein contained. The interior surface of an interior door or window means the position at which such surface of a perimeter door or window is located when such door or window is closed.

1.6 "General Common Elements" means and includes the land on which the buildings are located, including, but not limited to, the foundations, columns, girders, beams, supports, main walls, roofs, halls, stairs, stairways, sidewalks, non-designated storage areas, supply rooms, yards, walkways, driveways, parking lots and gardens; installations of common services, such as electricity, power, light, hot and cold water, heating, central air conditioning and trash collection, tanks, pumps, motors, exhaust fans, compressors, ducts; and all other parts of such land and improvements thereon necessary or convenient to their existence, maintenance and safety which are normally and reasonably in general common use, including the air space 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 Condominium Unit having an undivided interest in such General Common Elements as hereinafter provided.

1.7 "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 as defined in the Declaration and identified on the map.

1.8 "Map" means the condominium plat, consisting of a map of the land, a legal description thereof, a floor plan of each typical individual air space Unit within the building, horizontal locations of boundaries of each such Unit, unit identification numbers together with such other information as may be included thereof in the discretion of the declarant.

1.9 "Condominium Unit" means the fee simple interest and title in and to an individual air space Unit together with the undivided interest, in common, in the Common Elements appurtenant to such individual air space Unit.

1.10 "Project" means the land and all buildings and other improvements located on the land and all the rights, easements, and appurtenances belonging thereto.

1.11 "Mortgagee" means any person or other entity, or any successor to the interest of such person or entity, named as the mortgagee, trust beneficiary, or creditor under any reported mortgage, deed of trust, or other security instrument by which a Condominium Unit or any part thereof is encumbered.

ARTICLE II  
CONDOMINIUM PLAT

2.1 The plat of the land and the improvements thereon shall be filed of record in the office of the Laramie County Clerk and ex-officio registrar of deeds of Laramie County, Wyoming. The plat shall be filed for record prior to the conveyance of a Condominium Unit to a purchaser.

2.2 In interpreting the plat, the existing boundaries of each separate Unit, as constructed, shall be conclusively presumed to be its boundaries.

2.3 Declarant reserves the right to amend the plat, from time to time, to conform the same according to the actual location of any of the constructed improvements and to establish, vacate, and replace outside the building utility easements, access road easements and parking area.

ARTICLE III  
OWNERSHIP

3.1 Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall pass with the title to every Unit, subject to the provisions of Article IX and other covenants and restrictions contained in this Declaration.

3.2 Any Owner may delegate in accordance with the Operating Agreement of Golf View III, L.L.C. his right of enjoyment to the Common Element and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3.3 No part of a Unit or of the legal rights comprising ownership of a Condominium Unit may be separated from any other part thereof during the period of ownership prescribed herein, so that each Unit and the undivided interest in the Common Elements must be conveyed, rented or encumbered only as a Condominium Unit.

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3.4 The respective Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services.

3.5 Other than the foregoing restrictions, the Owners of the respective Units shall have the absolute right to lease such Units provided that the lease is made subject to the covenants and restrictions contained in this Declaration and by the Operating Agreement of Golf View III, L.L.C.

ARTICLE IV  
USE OF UNITS

4.1 Each Condominium Unit shall be used for residential purposes only.

4.2 Nothing shall be done or kept in any unit or in the Common Elements or any part thereof which would result in the cancellation or increase of the insurance on the project. No operation or activity shall be permitted by an Owner or another within or upon any portion of the project which will violate the provisions of any applicable statute, rule, ordinance, regulation, permit, or any other validly imposed requirement of any governmental body or the Operating Agreement or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants.

4.3 No damage to or waste of the Common Elements or any part thereof shall be committed by an Owner, family member, invitee or tenant of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste. Each Owner shall have the right and the obligation to keep the interior of his Condominium Unit, including without limitation, the personal property, permanent fixtures and appliances therein; the interior non-supporting walls; and the interior finished surfaces of the perimeter walls, ceilings and floors of the Unit in a clean, sanitary and attractive condition and in good state of repair and shall keep the Limited Common Elements designated for use in connection with his Unit in a clean, sanitary and attractive condition.

ARTICLE V  
COVENANTS

Declarant, her successors and assigns, by this Declaration, and all future owners of the Condominium Units, by their acceptance of their deeds, covenant as follows:

5.1 The Units shall be occupied and used by the respective owners only as private dwelling for the owner, his family, tenants and social guests and no other purpose.

5.2 The Owners of the respective Condominium Units agree that if any portion of the Common Elements and facilities encroaches on the Unit, a valid easement for the encroachment and for the maintenance of the same so long as it stands, shall exist. In the event the building is partially or totally destroyed and then rebuilt, the Owners of the Units agree that minor encroachments of parts of the Common Elements due to construction shall be permitted and that valid easements for such encroachments and the maintenance thereof shall exist.

5.3 The Association shall have a non-exclusive easement to make such use of the General Common Elements as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration.

5.4 An Owner of a Condominium Owner on becoming the Owner shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Condominium Unit.

5.5 The Owners agree that the administration of the property both Units and Common Elements shall be in accordance with the provision of this Declaration and the Operating Agreement of Golf View III, L.L.C. which are made a part hereof and attached as Exhibit "B".

5.6 Each Owner, tenant or occupant of a Condominium Unit shall comply with the provisions of this Declaration, the Operating Agreement of Golf View III, L.L.C., decisions and resolutions of the Association or its representative, as lawfully amended from time to time and failure to comply with such provisions, decisions or resolutions shall be grounds for action to recover sums due for damages or for injunctive relief.

5.7 This Declaration shall not be revoked or any of the provisions herein amended unless all of the Owners and the mortgagees of all of the mortgages covering the Condominium Units unanimously agree to such revocation or amendment by duly recorded instruments.

5.8 No Owner may exempt himself from liability for his contributions toward the common expenses by waiver of the use or enjoyment of any of the facilities or Common Elements or by the abandonment of his Unit.

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ARTICLE VI  
MECHANIC'S LIENS

No labor performed or services or materials furnished in and for a Condominium Unit with the consent of or at the request of an Owner, his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner, against any part thereof, or against any other property of any other Owner, unless such other Owner has expressly consented to or requested the same, or against the Common Elements. Such express consent shall be deemed to have been given by the Owner of any Condominium Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. An Owner may remove his Unit from a lien against two (2) or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his Unit. Notwithstanding the foregoing, any mortgagee 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 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 becomes an Owner, but shall be under such obligation for any claims thereafter.

ARTICLE VII  
ASSESSMENTS

7.1 Declarant, for each Unit owned within the property, and each subsequent Owner of any Unit by acceptance of a deed therefor, covenants and agrees that all sums assessed by the Association but unpaid for the common expenses chargeable to any Unit shall constitute a lien on such Unit. Such lien may be foreclosed by suit, by the board of directors, acting on behalf of the Owners of the Condominium Units in like manner as a mortgage of real property. In any such foreclosure, the Unit Owner shall be required to pay all costs connected with such foreclosure action including reasonable attorney's fees. The board of directors, acting on behalf of the Owners of the Units, shall have the power to bid on the unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey it. Suit to recover a money judgment of unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same.

7.2 Assessments shall be made against the units according to the following percentages:

502 Manewal	40%
506 Manewal	20%
508 Manewal	20%
510 Manewal	20%

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7.3 The lien of the assessments provide for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

7.4 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Association may bring action to law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

7.5 In a voluntary conveyance of a Unit, grantee of the Unit shall be jointly and severally liable with grantor for all unpaid assessments by the Association against the latter for his share of the Common Elements up to the time of the conveyance without prejudice to grantees' right to recover from grantor the amounts paid by grantee therefor. However, any such grantee shall be entitled to a statement from the board of directors of the Association setting forth the amount of the unpaid assessments against grantor to the Association; and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the association against grantor in excess of the amount therein set forth.

ARTICLE VIII  
RIGHT OF FIRST REFUSAL

8.1 Any Owner desiring to sell his Unit must first give thirty (30) days written notice of his intent to sell by filing said written notice with the association, stating the name of the prospective purchaser or purchasers to whom he will sell and the sales price of the Unit. The Association shall then advise the other Owners of the Owner's intent to sell, the name of the prospective purchaser and the sales price. Any of the other Owners may then purchase the selling Owner's Unit by paying the sales price therefor. If more than one owner is interested in purchasing the seller's Unit, seller may sell to the owner making the highest offer. If the selling owner does not receive an offer from any of the other owners within thirty (30) days, he may sell the Unit to the purchaser named in the written notice.



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ARTICLE IX  
ASSOCIATION FUNCTIONS

9.1 The Association, subject to the rights of the Owners set forth herein, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon and shall keep the same in good, clean, attractive condition, order and repair, subject, however, to the obligations of the Owners set forth herein.

9.2 In addition to maintenance upon the Common Elements, the Association shall provide exterior maintenance upon each Unit as follows:

- a. Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, outside and other exterior improvements. Such exterior maintenance shall include outside water facets but not glass surfaces or exterior doors, patio decks and railings.

9.3 In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, invitees or tenants, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Unit is subject.

9.4 The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, the following:

- a. The right of the Association to suspend the voting rights and the right to use Common Elements by an Owner for any period during which any assessment against his Unit remains unpaid or during which such Owner fails to comply with the rules and regulations established by the Association or with any other obligations of such Owner under this Declaration.
- b. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members of the Association. No such dedication or transfer shall be effective unless an instrument signed by two thirds of the members of the Association agreeing to such dedication or transfer has been recorded.
- c. The right of the Association to take judicial action against any Owner to enforce compliance with such rules,

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regulations or other obligations or to obtain damages for non-compliance, all to the extent permitted by law.

9.5 Except as otherwise expressly stated herein, any of the rights, interests and obligations of the Association set forth herein, or reserved herein, may be transferred or assigned to any other person or entity; provided however, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any of the Owners as set forth herein.

ARTICLE X  
PARTY WALL

10.1 Each wall which is built as a part of the original construction of the Units on the dividing line between the Units shall constitute a party wall and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

10.2 The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

10.3 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

10.4 Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

10.5 The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

10.6 In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties may resolve such problems through arbitration with each party choosing one (1) arbitrator and such arbitrators choosing one (1) additional arbitrator. Any decision hereunder shall be by a majority of the three (3) arbitrators.

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ARTICLE XI  
NEW CONSTRUCTION OR ALTERATIONS

11.1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and typography by the board of directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been properly submitted to it, approval will not be required and the Owner will have been deemed to have fully complied with this Article.

ARTICLE XII  
INSURANCE

12.1 Comprehensive general liability and property damage insurance shall be purchased by the board on behalf of the Association and shall be maintained in force at all times. The premiums thereon shall be paid by the Association as a common expense. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the board shall determine. The policy or policies shall name as insured all of the Owners and the Association. The policy or policies shall insure against loss arising from perils in both the common areas and the Units.

12.2 Fire and other hazard insurance shall be purchased by the board on behalf of the Association and shall be maintained in force at all times. The premiums thereon shall be paid by the Association as a common expense. The improvements to be insured under this clause shall be continually insured to value and the policy or policies shall contain replacement cost insurance. It shall be the duty of Unit Owners to notify the Association of all significant in-unit improvements which may be construed to have become a part of the structure. If reasonably available, the policy or policies shall contain a stipulated amount clause or determinable cash adjustment clause or similar clause to permit a cash settlement covering specified value in the event of destruction and decision not to rebuild. The policy or policies shall name as insured all of the Owners and the Association.

12.3 An Owner may carry such personal liability insurance in addition to that herein covered as he may desire. In addition, any improvements made by an Owner to the real property within a Unit,

as well as the personal property of the Owner, may be separately insured by such Owner.

12.4 The board is hereby appointed the attorney-in-fact for all Owners to negotiate loss and adjustment on the policy or policies carried under this Article.

12.5 The board shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to this Article. In case of loss or damage, the insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall first be approved as herein provided, and the Association at its common expense shall make up any deficiency in such insurance proceeds.

12.6 If all Owners and all mortgagees unanimously agree not to rebuild, the project shall be sold and the proceeds shall be apportioned among the Owners in proportion to the respective interests of the Owners in the Units and Common Elements and such apportioned proceeds shall be paid into separate accounts, each such account representing one (1) Unit. Each such account shall remain in the name of the Owner. From each such account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one (1) account to the other, first to mortgagees and other lienors in the order of priority of their mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XIII  
GENERAL PROVISIONS

13.1 The Association or any Owner shall have the right to enforce, by any proceeding at law in equity, all conditions, covenants, restrictions, liens, charges and assessments now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

13.2 No Unit shall be regularly occupied with a family with a child or children under the age of eighteen (18) years. No person under 18 years of age may regularly occupy any unit.

13.3 The Owners of each Unit shall have permanent easements over, under and through the properties of the Owners of the other Units and the Association for the purpose of installing, altering or repairing utilities, mechanical and electrical services to the various Units including, without limitation, water, sewer, gas, heating and television services.

13.4 In the event there shall be any conflict between the provisions of this Declaration and any Operating Agreement or rule or regulation of the Association, the provisions of this Declaration shall be deemed controlling.

13.5 This declaration shall not be revoked unless all of the Owners and all of the mortgagees unanimously agree to such revocation by instrument or instruments duly recorded.

13.6 The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Unit Owners. Any amendment must be recorded.

13.7 Condominium ownership created by this Declaration and the plat shall continue until this Declaration is revoked in the manner provided for in paragraph 13.5 of this Declaration.

13.8 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

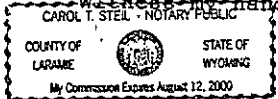
IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set her hand this 23 day of June, 1998.

Ramona A. Dunn  
Ramona A. Dunn

State of Wyoming )  
County of Laramie ) s

Subscribed and sworn to before me, a Notary Public, this 23rd day of June, 1998, by Ramona A. Dunn.

Witness my hand and official seal.



Carol T. Steil  
My commission expires: 8-12-2000 Notary Public

Exhibit "A"

Legal Description of Real Property

502, 506, 508 and 510 Manewal Drive, Cheyenne, Laramie County, Wyoming, more particularly described as:

Golf View III Condominiums, a replat of Lot 2, Block One, Golf View Addition, City of Cheyenne, Laramie County, Wyoming.