LOGAN AVENUE PROFESSIONAL OFFICE CONDOMINIUMS

DECLARATION

THIS CONDOMINIUM DECLARATION (this "Declaration"), made on the 11th day of February 2005 by Dr. Charles Sink (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in the City of Cheyenne, County of Laramie, State of Wyoming, which is more particularly described as:

The West 19 feet of Lot 7, all of Lots 8, 9, 10, 11 and 12, Block 15 Alta-Vista Addition, City of Cheyenne, Laramie County Wyoming NOW KNOWN AS LOGAN AVENUE PROFESSIONAL OFFICE CONDOMINIUMS, UNITS A THROUGH UNIT E (hereinafter the "Real Property")

WHEREAS, a building exists on the Real Property (the "Building"), which Declarant desires to convert into a condominium project (the "Project") under the Condominium Ownership Act of the State of Wyoming, as may be amended and supplemented from time to time (the "Act"); and

WHEREAS, the Building contains certain common elements and areas that will benefit the Owners, Declarant and other occupants of the Building (defined below as "Common Elements"); and

WHEREAS, Declarant desires to establish by this Declaration a plan for the ownership of the condominium units and common elements in the Project.

NOW THEREFORE, Declarant does hereby publish and declare that the Building is 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, their successors and assigns and any person acquiring or owning an interest in the Project, their grantees, successors, heirs, executors, devisees, or assigns.

ARTICLE I - DEFINITIONS

1.1 "Individual Air Space Unit" means a single unit depicted on the Map and consisting of all enclosed rooms located in the Condominium Unit and 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 a perimeter door or window means the position at which such surface of a perimeter door or window when such window or door is closed. The Individual Air Space Unit shall hereinafter be referred to as the "Unit".
Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. Moreover, Unit shall not include the General Common Elements or any other part of the Building not expressly defined in this Section 1.1. The boundaries of each Unit are delineated and designated by an identifying number on the Map.

1.2 “Project” means the condominium community established by this Declaration known as the Logan Avenue Professional Office Condominiums.

1.3 “Limited Common Elements” means those General Common Elements designated in this declaration as reserved for use by fewer than all the owners of the individual air space units. This Project does not contain any Limited Common Elements.

1.4 “General Common Elements” means and includes the land on which a building is located, including, but not limited to, the foundations, columns, girders, beams, supports, main walls, roofs, halls, stairs, stairways sidewalks, yards, walkways, driveways and parking lots; Installations of common services, if any, 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. 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 provided herein.

1.5 “Limited Common Elements” means those parts of the General Common Elements which are reserved for use by fewer than all the owners of the Units. This Project does not contain any Limited Common Elements.

1.6 “Map” means the Condominium plat, consisting of a Map of the land, a legal description thereof, a floor plan of each typical Unit within the Building, horizontal locations of boundaries of each Unit, unit identification numbers together with such other information as may be included thereof in the discretion of the Declarant. The Map is attached hereto as Exhibit A, and is incorporated herein by this reference.

1.7 “Building” means the single building located on the Real Property containing the Units as shown on the Map.

1.8 “Condominium Unit” means the fee simple interest and title in and to the Individual Air Space Unit and an undivided fee simple interest in the General Common Elements.

1.9 “Owner” means a person, firm, corporation, partnership, association or other legal entity, or any combination thereof, who owns one or more Condominium Units but excluding, however, any such person having an interest therein merely as a mortgagee (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).
1.10 "Association" means the Logan Avenue Professional Office Condominium Association, a Wyoming non profit corporation, the Bylaws of which shall govern the administration of this Project, and the members of which shall be all of the Owners of the Condominium Units.

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 recorded mortgage, deed of trust, or other security instrument by which a Condominium Unit or any part thereof is encumbered.

1.12 "Square Footage Formula" means the square footage of the Owner's Unit divided by the total square footage of the all of the Units. The total square footage of the General Common Elements will not be included in the calculation of the Square Footage Formula.

1.13 "First Mortgage" means any mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

1.14. First Mortgagee" means the holder of record of a First Mortgage.

1.15 "Eligible Mortgage Holder" means a First Mortgagee or any insurer or guarantor of a First Mortgage which has notified the Association in writing of its name and address and status as a holder, insurer, or guarantor of a First Mortgage.

1.16 "Act" means the Wyoming Condominium Ownership Act, Wyo. Stat. Ann. §§ 34-20-101 et seq., as amended and supplemented from time to time, or any successor legislation to these statutes.

ARTICLE II - GENERAL COMMON ELEMENTS

2.1 Ownership of General Common Elements. The Members shall own an undivided fee simple interest in the General Common Elements. The Owners of the separate Units each shall have the right to the non-exclusive use, access and benefit from such General Common Elements as hereinafter provided. Unless expressly set forth in the definition of General Common Elements and each Owner's respective Unit, the Owners of the Units shall not have any rights of access, ownership or use to any of the other areas of the Building. The right to use, access and benefit from the General Common Elements shall be vested in the Association.

ARTICLE III - CONDOMINIUM MAP

3.1 The Map shall be filed for record in the office of the Laramie County Clerk and Ex-Officio Register of Deeds of Laramie County, Wyoming. The Map shall depict and show the legal description of the Real Property and measurement thereof, the location of the Building and certain other improvements located on the Real Property, typical floor plans and typical vertical sections, the location of the Units within the Building, designation of the General Common Elements; the common walls between or separating the Units or any other portion on the
Building, the location of any structural components or supporting elements of the Building, and the Unit designations.

3.2 In interpreting the Map, the existing physical boundaries of each separate Unit as constructed shall be conclusively presumed to be its boundaries.

3.3 Declarant reserves the right to amend the Map, 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, if any.

**ARTICLE IV - DESCRIPTION OF CONDOMINIUM UNIT**

4.1 Every contract for the sale of a Condominium Unit written prior to the recordation of the Map and this Declaration may legally describe a Condominium Unit by its identifying unit designation, followed by the street address for the Building set forth in this Declaration. The location of such Condominium Unit shall be depicted on the Map subsequently recorded. Upon recordation of the Condominium Map in the Laramie County, Wyoming Clerk’s office, such description shall be conclusively presumed to relate to the thereon described Condominium Units.

4.2 After the Map and this Declaration have been recorded in the Office of the County Clerk and Ex-Officio Register of Deeds 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 No. ______, Logan Avenue Professional Office
Condominiums in accordance with the Declaration recorded on ______________, 2005, in Book ______ at Page ______ and Condominium Map recorded on _____________, 2005, in Cabinet ______ at Slot ___________ of the Laramie County Records.

4.3 Every such description shall be good and sufficient for all purposes to sell, convey, transfer, encumber, or otherwise affect the Condominium Unit and incorporate all the rights and burdens incident to ownership of a Condominium Unit and all of the limitations thereon as described in this Declaration and Map. Each such description shall be construed to include a non-exclusive easement for ingress and egress to and from an Owner’s Unit and the use of all of the General Common Elements.

**ARTICLE V - NATURE OF OWNERSHIP**

5.1 Division. The Real Property is hereby divided into five (5) Condominium Units, each consisting of a fee simple interest in a Unit and an undivided fee simple interest in the General Common Elements. Title to each Condominium Unit is hereby made subject to the
terms and conditions hereof, which shall bind Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium Unit.

5.2 Taxation. Declarant shall give written notice to the assessor of Laramie County, Wyoming, of the creation the Project, as is provided by law, so that each Unit shall be deemed separate parcels and subject to separate assessment and taxation. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charge shall divest or in any way affect the title to any other Condominium Unit.

5.3 Owning Entity. A Unit may be held and owned by more than one (1) person or entity as joint tenants or as tenants in common or in any other form of ownership recognized under the laws of the State of Wyoming.

5.4 Partition and Inseparability. Declarant, Owner or the Association shall not have the right to combine, divide, or partition any Unit or the Common Elements, and in taking title to any Unit the Owner thereof shall be deemed to have waived any and all rights to combine, divide, separate, or partition thereof. Each Condominium Unit shall always be conveyed, transferred, devised, bequeathed, encumbered, and otherwise affected only as a complete Condominium Unit. Every conveyance, transfer, gift, devise, bequest, encumbrance, or other disposition of a Condominium Unit or any part thereof shall be presumed to be a disposition of the entire Condominium Unit, together with all appurtenant rights and interests created by law or by this Declaration, including the Owner's membership in the Association. Any conveyance, encumbrance, judicial sale, or other transfer (voluntarily or involuntarily) of an individual interest of the Common Elements will be void unless the Unit to which that interest is allocated is also transferred. A violation of the provisions of this Section shall entitle the Association to personally collect, jointly and severally, from the parties violating the same, actual attorney's fees, cost and other damages the Association incurs in connection therewith.

5.5 Use of General Common Elements. Subject to the limitations contained in this Declaration, each Owner and customers, guests, tenants, invitees and licensees of each Owner shall have the non-exclusive right to use and enjoy the General Common Elements. The rights set forth in this Section 5.5 do not extend to the roof, foundation or exterior walls of the Building. There shall be no obstruction of the General Common Elements, nor shall anything be kept or stored on any part of the General Common Elements without the prior written consent of the Association, unless specifically provided herein. No restriction, impairment, or interference with any Owner's right provided for in this Declaration shall be permitted at any time without the prior written consent of the Owner thereof. Regarding the General Common Elements, nothing shall be altered, constructed, or removed except upon the prior written consent of the Association. Notwithstanding the foregoing, unless expressly prohibited by the Association, any Owner may delegate his right of use and enjoyment to the General Common Elements to his tenants, licensees, invitees or guests.

5.6 Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the General Common Elements, and shall have the right to the lateral support of his Unit. Such rights shall be appurtenant to and pass with the title to each
5.7 **Parking.** The right to impose rules and regulations related to parking shall be vested in the Association. The Association shall promulgate such rules at its first meeting.

**ARTICLE VI - EASEMENTS**

6.1 **Association Use.** 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.

6.2 **Access for Maintenance.** Some of the General Common Elements may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agent, to have access to each Unit and all General Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the General Common Elements located therein or accessible therefrom or at any time as may be necessary for making emergency repairs to prevent damage to the General Common Elements or to another Unit. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a 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 or of an Owner, shall be an expense of all of the Owners. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, licensees, guests, customers, or invitees, the cost of such maintenance or repairs shall the Owner’s responsibility and shall be added to and become a part of the assessment to which such Unit is subject under Article XII.

6.3 **Easements for Encroachments.** In the event that any portion of the General Common Elements encroaches upon any Unit or Units or 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: (1) settling of the Building; or (2) alteration or repair to the General Common Elements; or (3) repair or restoration of the Building 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 stands. In the event that any one or more of the Units or the Building or other 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 the purposes of marketability of title or other purposes.
ARTICLE VII - USE OF UNITS

7.1 Commercial Businesses. Each Condominium Unit shall be designated for commercial use only. No other use of any kind shall be conducted within such Condominium Unit. The Owners of the Condominium Units may rent or lease such Condominium Units for the purposes allowed hereunder.

7.2 Prohibitions. Nothing shall be done or kept on or in any Unit, the General Common Elements, or any part thereof, which would result in the cancellation of the insurance of the Project or any part thereof or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. 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 other validly imposed requirement of any governmental body or the By-laws or the reasonable rules and regulations of the Association or any applicable protective restrictions and covenants. No damage to or waste of the General Common Elements or any part thereof shall be committed by an Owner or any customer, guest, licensee, invitee or family 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 caused by him or his guests, licensees, invitees or family.

7.3 Maintenance. Each Owner shall have the right and the obligation to keep the interior of his Unit, including without limitation the personal property, permanent fixtures, heating and air conditioning units serving the Owner’s Unit, 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. The Owner shall not be individually responsible for lines, pipes, wires, conduits, or systems running through his Unit that serve one or more other Units except as tenants in common with the other Owners. The right to repair, alter and remodel the Unit shall carry the obligation to replace any finishing or other materials removed with similar types or kinds of materials, subject to the Association’s approval and discretion.

7.4 Structural Alterations. No structural alterations to any Unit shall be made, and no alteration, plumbing, electrical, or similar work within or upon the General Common Elements shall be done by an Owner without the prior written consent of the Association.

7.5 Rules and Regulations. In addition to the provisions in this Article VII relating to use of the Units, any and all rights, obligations and restrictions contained in the Rules and Regulations of the Logan Avenue Professional Office Condominium Association relating to the use of the Units are incorporated herein.

ARTICLE VIII - MECHANIC’S LIENS

8.1 No labor performed or services or materials furnished in or for a Condominium Unit with the consent of or at the request of an Owner or his agent or his contractor or sub-
contractor shall be the basis for the filing of a lien against the Condominium 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. Such express consent shall be deemed to have been given by the Owner of any Condominium Unit in the case of emergency repairs thereto. No labor performed or services or materials furnished in or for a Condominium Unit with the consent of or at the request of an Owner or his agent or his contractor or subcontractor shall be the basis for the filing of a lien against the General Common Elements. Labor performed or services or materials furnished for the Project, if duly authorized by the Declarant or the Association, shall be deemed to be performed or furnished with the express consent of each Owner. An Owner may remove his Condominium Unit from a lien against two (2) or more Condominium 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 Condominium Unit. Each Owner shall indemnify and hold harmless each of the other Owners, the Declarant and the Association from and against any liability or loss arising from the claim of any mechanic’s lien for labor performed or for materials furnished in work on such Owner’s Condominium Unit against the Condominium Unit of another Owner, the General Common Elements, or any part thereof. Notwithstanding the foregoing, any Mortgagee of a Condominium Unit who shall become the owner of such Condominium Unit pursuant to a lawful foreclosure sale of 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.

8.2 At their own initiative or upon the written request of any Owner, if the Association or Declarant determines such action is proper, the Association or Declarant shall enforce the indemnity provided by Section 8.1 hereof by collecting from the Owner of the Condominium Unit on which the labor was performed or materials furnished the amount necessary to discharge by bond or otherwise any such mechanic’s lien, including all costs and reasonable attorneys’ fees incidental to the lien, and obtain a release of such lien. In the event that the Owner of the Condominium Unit on which the labor was performed or materials furnished refuses or fails to so indemnify within seven days after the Association or Declarant shall have given notice to such Owner of the total amount of the claim, or any portions thereof from time to time, then the failure to so indemnify shall be a default by such Owner under the provisions of this Section 8.1, and such amount to be indemnified shall automatically become a default assessment determined and levied against such Condominium Unit, and enforceable by the Association or Declarant in accordance with Section 12.6 hereof.

ARTICLE IX - ASSOCIATION ORGANIZATION

9.1 Administration and Management. The administration of this Project shall be governed by the Bylaws and Rules and Regulations of the Association. An Owner of a Condominium Unit shall become a member of the Association upon conveyance of such Condominium Unit to the Owner and shall remain a member for the period of such Owner’s ownership of the Condominium Unit. As shown and reserved in the Articles of Incorporation and Bylaws of the Association, the designation and appointment of the initial Board of Directors and officers have been made by the Declarant, which shall retain the exclusive powers to appoint
and remove the same until the first annual meeting of the Association as provided by the Bylaws. The Association shall be granted all of the powers necessary to govern, manage, maintain, repair, administer and regulate the project and to perform all of the duties required of it, as more adequately set forth in the Bylaws. The Association shall grant to each First Mortgagee of a Condominium Unit, if any, the right to examine the books and records of the Association at any reasonable time.

9.2 Rights. The Association and not the Owners, has the right to dedicate or transfer all or any part of the General Common Elements to any public agency.

9.3 Transfer. Except as otherwise expressly stated herein, any of the rights, interest, 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 Owners as set forth herein.

9.4 Notice of Membership. Any person, on becoming a member of the Association, will furnish to the secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Board under the Bylaws or the Association rules, vesting the person with the ownership interest required to make such person a member. At the same time, the member will provide the Association with the single name and address to which the Association will send any notices given pursuant to this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations of the Association. The member shall state in such notice the voting interest in the Association to which the member believes he is entitled and the basis for that determination. In the event of any change in the facts reported in the original notice, the member will give a new written notice to the Association containing all of the information required in the original notice. The Association will keep and preserve the most recent written notice received by it with respect to each member.

9.5 Address for Notices. The address of the Condominium Unit shall be deemed the Owner(s)' registered address for notices until another registered address is provided in writing by the Owner(s) to the Association. If more than one Owner owns a Condominium Unit, such Owners shall have only one registered address, which must be decided upon by such Owners. If the address of the Condominium Unit is the registered address of the Owners, then any notice shall be deemed duly given if delivered to any person occupying the Condominium Unit or sent to the Condominium Unit by other means specified for a particular notice in this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations of the Association, or if the Condominium Unit is unoccupied, if the notice is held and available for the Owners at the principal office of the Association. All notices and demands intended to be served upon the Board of Directors shall be sent to the address of the Association or such other address as the Board may designate from time to time by a notice delivered to all Owners in accordance with this Section.
Unless applicable provisions of this Declaration or the Act or other applicable law expressly require otherwise, all notices given under this Declaration shall be sent by personal delivery, which shall be effective upon receipt; by overnight courier service, which shall be effective one (1) business day following timely deposit with a courier service, or regular, registered or certified mail, postage prepaid, which shall be effective three (3) days after deposit in the U.S. mail.

ARTICLE X - VOTING RIGHTS

10.1 The Association shall have one class of voting membership. Each Owner of a Unit shall be entitled to one vote for each Unit owned. Declarant shall be considered the Owner of any and all Units until sold and shall be entitled to one vote for each Unit owned (until sold).

10.2 When more than one person holds an ownership interest in any Condominium Unit, all such persons shall be Association members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Condominium Unit. If more than one of the multiple Owners is present at a meeting in person or by proxy, the vote allocated to their Condominium Unit may be cast only in accordance with agreement of a majority in interest of the Owners. There is a majority agreement if any one of the multiple Owners casts the vote allocated to his or her Condominium Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Condominium Unit.

10.3 Any Owner of a Condominium Unit which is leased may designate the tenant as such Owner’s proxy, provided that a copy of the instrument granting the proxy is furnished to the secretary of the Association prior to any meeting in which the tenant exercises the Owner’s voting rights.

ARTICLE XI - ASSOCIATION FUNCTIONS

11.1 The Association, subject to the rights of the Owners as set forth in Article V shall be responsible for the administration, operation and the exclusive management and control of the Project and all improvements thereon and shall keep the same in good, clean attractive and sanitary condition, order, and repair, subject, however, to the obligations of the Owners set forth in Section 7.3 hereof. The cost of such management, maintenance and repair by the Association shall be borne as provided in Article XII. Notwithstanding the above, the Association and Declarant reserve the right to hire one or more persons or entities including a managing agent, contractor or employee to perform such services.

The Association shall be responsible for the administration, operation and the exclusive management and control of the General Common Elements and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean attractive and sanitary condition, order, and repair, subject, however, to the obligations of the Owners set forth in Section 7.3 hereof. The Owners shall be responsible for their share of the taxes, maintenance and repair of the General Common Elements, such as maintaining the exterior surfaces of the
Building and parking lots, including without limitation the painting and resurfacing of the same as often as necessary, and the replacement of brick mortar and trim caulking, which shall be determined pursuant to the Square Footage Formula set forth in Paragraph 1.12. The Association shall be responsible for the remaining share of the taxes, maintenance and repair of the General Common Elements, if any. While the cost and fees of such management, maintenance, taxes, repairs and the like are the individual responsibility of the Owners, as set forth in this paragraph, the Association may require such fees and costs to be paid by the Owners to the Association, as provided in Article XII, which shall in turn pay such costs and fees as they become due. Notwithstanding the above, the individual Owners remain responsible for their share of such costs and fees as provided herein, regardless of whether the Association makes such payments. The Association reserves the right to hire one or more persons or entities including a managing agent, contractors, and employees to perform services set forth in this paragraph.

In the event that the need for maintenance, repair or replacement of all or any portion of the General Common Elements or another Owner’s Unit is caused through or by the negligent or willful act or omission of an Owner, or by an Owner’s family, guests, invitees, licensees or tenants, then the expenses incurred by the Association or the Declarant for such maintenance, repair or replacement shall be a personal obligation of such Owner to the Association, Declarant, and, if applicable, to the other Owner(s). If the Owner fails to repay the expenses incurred by the Association, Declarant or such other Owner within 30 days after notice to the Owner of the amount owed, then the failure to so repay shall be a default by the Owner under the provisions of this Section, and such expenses shall automatically become a default assessment enforceable in accordance with Section 12.6 below.

11.2 Rules and Regulations. The Board of the Association may make reasonable rules and regulations governing the use of the Units and the General Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Association may suspend any Owner’s voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with the terms of this Declaration and such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

11.3 Manager and Committees. The Association, acting through the Board, may delegate any of its rights, duties or responsibility to any Manager or committee or other entity that the Board may choose to form, subject to compliance with the terms of this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations of the Association and the Act.

11.4 Books and Records. The Association shall maintain copies or originals of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations of the Association and will make available for inspection by Owners and Mortgagees, upon request, during normal business hours. Any Owner or Mortgagee may make a written request to the Association for a copy of the Association’s financial statements for the preceding year, which
will be available within 120 days after the end of such year. The Association may charge a reasonable copying fee for copying such materials.

11.5 Reserve Account. The Association, at the discretion of the Board, may establish and maintain an adequate reserve fund from annual assessments pursuant to Section 12.1 hereof for maintenance, repair or replacement of the Owners' responsibility of the General Common Elements, as required pursuant to Section 11.1, that must be replaced on a periodic basis.

11.6 Working Capital Fund. The Association, acting through the Board, may establish a working capital fund in the amount and manner as is reasonably deemed necessary by the Board.

ARTICLE XII - COVENANT FOR MAINTENANCE ASSESSMENTS

12.1 Personal Obligation of Assessments. Declarant, for each Condominium Unit owned by him within the Building, hereby covenants, and each Owner of any Condominium Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association: (1) annual assessments or charges imposed by the Board of Directors as necessary to satisfy the taxes, costs, fees and expenses of maintenance, operation and management of the General Common Elements, as set forth in Section 11.1 hereof, to fund the reserve account contemplated under Section 11.5 hereof, to fund the Working Capital Fund if required under Section 11.6 hereof and to generally carry out the functions of the Association; (2) special assessments for capital improvements to the General Common Elements, such assessments to be established and collected as hereinafter provided; and (3) default assessments which may be assessed against a Condominium Unit for the Owner's failure to perform an obligation under this Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the Association or because the Association has incurred an expense on behalf of the Owner under this Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the Association.

Annual assessments shall be collected in periodic installments as the Board may determine from time to time, but until the Board directs otherwise, they shall be payable monthly in advance on the first day of each calendar month. The Association shall have the right, but not the obligation, to make pro rata refunds of any annual assessments in excess of the actual expenses incurred in any fiscal year or may deposit such amounts to any reserve fund of the Association.

12.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the Owners of the Condominium Units and for the improvement, maintenance and operation of the General Common Elements, which, unless otherwise set forth herein, may include, but are not limited to expenses for the following: management, insurance; common lighting and heating; water service; trash collection; sewer service; and repairs and maintenance.
12.3 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be $1,200, payable in monthly installments of $100 per Unit. The annual assessments as determined hereunder may not be uniform among all Owners because the total square footage of each Unit may different.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year by the Association, as deemed reasonably necessary to cover the Owners’ share of the costs, fees, taxes, insurance and expenses of the maintenance and operation of the General Common Elements.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year by the Board, but not more than 5% above the maximum assessment for the previous year without a vote of the membership of the Association, as set forth in 12.3(c) hereof.

(c) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased by the Board by more than 5% only upon an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Notwithstanding the foregoing, the individual Owners are responsible for the utilities, including electricity and gas, that are separately metered as the same relates to their Unit. The Owners shall be responsible for the costs for the utilities that relate to the General Common Elements based on the Square Footage Formula. While the cost of such utilities is the individual responsibility of the Owners, as set forth in this Paragraph, the Association may require such fees and costs to be paid by the Owners to the Association, as provided in this Article XII, which shall in turn pay such costs as they become due. Notwithstanding the above, the individual Owners remain responsible for their share of such costs as provided herein, regardless of whether the Association makes such payments.

12.4 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement within the General Common Elements, including fixtures and personal property related thereto. Any special assessment as determined under this Section 12.4 shall be apportioned among all Owners pursuant to the Square Footage Formula.

12.5 **Notice and Quorum for any Action Authorized Under Sections 12.3(b) and (c).** Written notice of any meeting called for the purpose of taking any action authorized under Section 12.3(b) and (c) shall be sent to all members, including Declarant, not less than 30 days or
more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

12.6 Default Assessments. All monetary fines, penalties, interest or other charges or fees levied against an Owner pursuant to this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations of the Association, or any expense of the Association which is the obligation of an Owner or which is incurred by the Declarant or Association on behalf of the Owner pursuant to this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations of the Association, and any expense (including without limitation attorneys’ fees) incurred by the Declarant or Association as a result of the failure of an Owner to abide by this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations, constitutes a default assessment, enforceable as provided in this Declaration and the Act.

12.7 Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Condominium Unit. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors, or Declarant (as applicable), shall fix the amount of the annual assessment against each Unit at least thirty (30) days prior to the end of the calendar year to which the assessment applies. Written notice of the annual assessment shall be sent by the Association to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

12.8 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date specified herein, by separate notice, or as established by the Board, whichever is applicable, shall bear interest from such date at the rate of twelve percent (12%) per annum. The annual, special and default assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge and shall constitute a lien on the Condominium Unit and shall be a continuing lien upon the Condominium Unit against which each such assessment is made until paid. If such assessments are not paid when due, to evidence the lien, the Association may, but shall not be required to, prepare a written lien statement setting forth the name of the Owner, the legal description of the Condominium Unit, the name of the Association and the delinquent assessment amounts then owing. At least 10 days after the Association mails such statement, which shall be duly signed by the President, Vice President or designated Manager of the Association, to the Owner, the Association may record the same in the office of the Clerk of Laramie County, Wyoming. Each such assessment, together with interest, costs, and reasonable attorney’s fees, shall also be the personal obligation of the person who was the Owner of such Condominium Unit at the time when the assessment fell due, and such personal obligation shall not be extinguished upon the sale or transfer of the Condominium Unit. All successors to the fee simple title of a Condominium Unit will be liable for assessments levied during the prior Owner’s ownership of the Condominium Unit and shall, by virtue of
obtaining fee simple title of a Condominium Unit, be deemed to have agreed to assume the obligation for such assessments. Two or more Owners of a Condominium Unit shall be jointly and severally liable for such obligations. Suit to recover a money judgment for unpaid assessments and related charges may be maintained without foreclosing or waiving the Assessment liens provided in this Declaration.

The Association or Declarant may also bring an action at law against the Owner personally obligated to pay the same or establish and foreclose the lien against such Owner's Condominium Unit. The Association and Declarant shall have the power to bid on a Condominium Unit at a foreclosure sale and to acquire and hold, lease, mortgage and convey the Condominium Unit. The Board may suspend the voting rights of the Owner and may accelerate all remaining assessments due for the fiscal year in question during any period of delinquency, as set forth in the Bylaws.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the General Common Elements or abandonment of his Unit.

12.9 Priority of the Liens: Waiver of Homestead Exemption: Subordination of the Lien to Mortgages. The lien of the assessments shall be superior to and prior to any homestead exemption provided now or in the future by any federal law or the laws of the State of Wyoming, and to all other liens and encumbrances except liens and encumbrances recorded before the date of the recording this Declaration; liens for real estate taxes duly imposed against the Condominium Unit by a Wyoming governmetal subdivision or special taxing district, or any other liens made superior by statute; and the lien of the assessments provided 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. The amount of such extinguished lien may be reallocated and assessed to all Condominium Units at the direction of the Board. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE XIII - INSURANCE

13.1 Comprehensive General Liability. Comprehensive general liability shall be purchased by the Association, in the amounts deemed necessary by the Association, and shall be maintained in force at all times. The insurance shall be carried with reputable companies authorized to do business in the State of Wyoming in such amounts as the Association may determine. The policy or policies shall name as insured only the Declarant and the Association. The policy or policies shall insure against loss arising from perils in the Building, including the Units and General Common Elements, and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Declarant, Association or the Board of Directors. The premiums on such insurance, and allocations of the deductibles, required by this paragraph shall be paid in part by the Owners pursuant to the Square Footage Formula, and the Association shall pay the balance, if any. While a portion of the premiums of
such insurance are the individual responsibility of the Owners, as set forth in this paragraph, the Association may require such premiums to be paid by the Owners to the Association, as provided in this Article XIII, which shall in turn pay such premiums as they become due. Notwithstanding the above, the individual Owners remain responsible for their share of such premiums as provided herein, regardless of whether the Association makes such payments.

13.2 Casualty, Fire and Hazard Insurance. Casualty, fire and other hazard insurance shall be purchased by the Association, and shall thereafter be maintained in force at all times. The premiums on such insurance, and allocations of the deductibles, required by this paragraph shall be paid in part by the Owners pursuant to the Square Footage Formula, and the Association shall pay the balance, if any. While the premiums of such insurance are the individual responsibility of the Owners, as set forth in this paragraph, the Association may require such premiums to be paid by the Owners to the Association, as provided in this Article XIII, which shall in turn pay such premiums as they become due. The individual Owners remain responsible for their share of such premiums as provided herein, regardless of whether the Association makes such payments. Notwithstanding the foregoing, to the extent that any of the commercial activities of Owner or its tenants or lessees cause the cost of the insurance required herein to be greater than if such activity were not being conducted, then Owner and its lessees or tenants shall bear the additional costs.

The amount of such policies shall be as agreed upon by the Board and Declarant, and to the extent there is a dispute relating thereto, the Association's vote shall control. Policies shall provide that the policy cannot be canceled by either the insured or the insurance company until after 10 days prior written notice to Declarant, his successors, lessees and assigns (not including the Owners) and each First Mortgagee. The policy or policies shall be an "All Risk" policy, and shall insure against loss from special perils therein covered to all of the improvements on the Real Property, including vandalism and malicious mischief, except such as may be separately insured. The improvements to be insured under this clause shall be continually insured to replacement cost value. It shall be the duty of the Owners to notify the Association and Declarant, and the duty of Association to notify each Owner, of all significant improvements, which may be construed to have become a part of the Building. The policy or policies shall name as insured Declarant, his successors or assigns, all of the Owners and the Association.

13.3 Owner's Personal Liability and Property Insurance. An Owner shall, at its sole expense, carry comprehensive personal liability insurance, in addition to that herein covered, for such Owner's separate Unit. Furthermore, any improvements made by an Owner within a Unit, as well as the personal property of the Owner, shall be separately insured by such Owner. All such insurance separately carried shall contain waiver of subrogation rights by the carriers as to negligent Owners. The Owners shall provide proof of such insurance to the Association upon the issuance and subsequent renewal of the same. The Owners shall notify the Association within ten days of the termination of such insurance.

13.4 Other Insurance. The Declarant and the Board may purchase and maintain in force and pay from the annual assessments, debris removal insurance, fidelity bonds, and other insurance or bonds that it deems necessary.
13.5 **Attorney-in-fact.** The Association may appoint an attorney-in-fact for all Owners to negotiate loss and adjustment on the policy or policies carried under Sections 13.1, 13.2 and 13.4.

13.6 **Proceeds.** The Association shall receive the proceeds of any casualty insurance payments received on the policies obtained and maintained pursuant to Section 13.2. As provided by this Section 13.6, 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 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. Unless otherwise stated herein, in the event of a casualty resulting in damage to or destruction of the Building in an amount less than two-thirds of the value of the Building, the net proceeds of any insurance carried on the Building, as set forth in this Article XIII, shall be made available for the purpose of repair, reconstruction, restoration, or replacement. If the insurance proceeds are insufficient to cover the cost of repair, reconstruction, restoration, or replacement, the deficiency shall be paid by the Owners, pursuant to the Square Footage Formula, and the Association shall pay the balance, unless otherwise determined in good faith by the Association. The Association shall in good faith take into account the extent of which the Association, the Owners and the Declarant were directly affected by, or caused, the act resulting in the payment of proceeds, and shall adjust the deficiency based on the same.

If the Association and all of the Owners and all Mortgagees unanimously agree not to rebuild, or if Declarant in good faith deems it is impractical or illegal to rebuild, or if the Building is totally destroyed (two-thirds or more of the value of the same is destroyed), the Building or Real Property, as the case may be, shall be sold and the proceeds shall be apportioned among the Association and the Owners in the manner set forth in Section 13.2. Among the Owners, the proceeds shall be paid into separate accounts, each such account representing one (1) Condominium. Each such account shall remain in the name of the Owner. From each separate account the Association or its designated attorney-in-fact shall use and disburse the total amount of such respective accounts without contribution from one account to the other, to Mortgagees and other lienors, including the Association, in the order of priority of their mortgages and other liens, and the balance remaining to each respective Owner.

**ARTICLE XIV – DECLARANT AND ASSOCIATION RIGHTS**

14.1 **Declarant’s Assignment.** It is the intent of the Declarant to be as minimally involved as possible upon the sale of all the Units to third parties. The Units comprise essentially 100% of the Building and there will be no additional uses outside those of the Unit Owners. Declarant intends for the Association to be responsible for the control and governance of the Building and the General Common Elements. Declarant hereby assigns all his rights in the rights contained in this Article XIV to the Association to be exercised by the Association as freely and fully as by the Declarant.
14.2 **Easements.** The Declarant hereby reserves for itself a general easement upon, across, over, in and under the Real Property, and all parts thereof, for ingress and egress and for installation, replacement, repair and maintenance of all utilities and for drainage purposes. Declarant hereby reserves for himself and his successors and assigns (not including the Owners) a general easement upon, across, over, in and under the General Common Elements, and all parts thereof, for construction, utilities, drainage, purposes; provided, however, no such rights shall be exercised by Declarant in a way which unreasonably interferes with the occupancy, use, enjoyment or access to the Project by the Owners. Declarant hereby reserves for himself and his successors and assigns (not including the Owners) a general easement upon, across, over, in and under the Building, and all parts thereof, for ingress and egress and for installation, replacement, repair and maintenance of all HVAC equipment, furnaces and compressors, and to the extent such HVAC equipment, furnaces and compressors serve an Owner’s Unit exclusively, such Owner is hereby granted the same easement granted in this sentence. Declarant hereby reserves for himself and his successors and assigns (not including the Owners) a general easement upon, across, over, in and under the Real Property, and all parts thereof, for ingress and egress to the roof.

14.3 **Remodeling Easement.** Declarant, for itself and its successors and assigns, not including the Owners, retains a right and easement in and about the Building for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the General Common Elements in connection with the improvement or alteration of any Condominium Unit, including the right of access to such areas of the General Common Elements as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the Declarant’s decision shall be final.

**ARTICLE XV – TERMINATION OF PROJECT**

15.1 **Adoption of Termination Agreement.** Except in the case of a taking of all of the Units by eminent domain, the Project may be terminated by the agreement of the Declarant and Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, which termination proposal must have the approval of at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each mortgage owned) of record at the time of the adoption of such plan. The approval of a First Mortgagee will be assumed when an Eligible Mortgagee fails to submit a written response to the proposed termination within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested. The agreement of Declarant and Owners to terminate must be evidenced by their execution of a termination agreement or ratifications thereof in the same manner as a deed, by the Declarant and requisite number of Owners. The termination agreement must specify a date after which the agreement will be void unless it is recorded before that date. The termination agreement and all ratifications thereof must be recorded in the City of Cheyenne, County of Laramie, State of Wyoming and is effective only upon recordation.
15.2 Sale of the Property. The termination agreement may provide that all of the General Common Elements and Units of the Project must be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement must set forth the minimum terms of sale. Subject to the provisions of the termination agreement, the Association, on behalf of the Owners, may contract for the sale of real estate in the Project following termination, but the contract is not binding on the Owners until approved pursuant to Section 15.1 above. If any real estate is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all the powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the Association continues in existence with all the powers it had before termination. Proceeds of the sale must be distributed to Owners and lienholders as their interests may appear in accordance with Section 15.4 below, taking into account the value of property owned or distributed that is not sold so as to preserve the proportionate interests of each Owner with respect to all property cumulatively. Following termination of the Project, the proceeds of any sale of the Property, together with the assets of the Association, are held by the Association as trustee for the Owners and holders of liens on the Units as their interests may appear. Creditors of the Association who obtain a lien and duly record it in the City of Cheyenne, County of Laramie, State of Wyoming, are to be treated as if they had perfected liens on the Units immediately before termination or when the lien is obtained and recorded, whichever is later. Unless otherwise specified in the termination agreement, as long as the Association holds title to the Property, each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the property that formerly constituted the Unit. During the period of that occupancy, each Owner and the Owner's successors in interest remain liable for all assessments (as provided in Article XII) and other obligations imposed on Owners by the Declaration.

15.3 Status of Property Not Sold. Title to the Units not to be sold following termination vests in the Owners of the Units after taking into account the fair market value of property owned and the proceeds of property sold, their respective interests as provided in Section 15.4 below with respect to all property appraised under Section 15.4 below, and liens on the Units shift accordingly. Each Owner and the Owner's successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted such Unit.

15.4 Interests of the Owners. The respective interests of the Owners are as follows:

15.4.1 Except as provided in Section 15.4.2 below, the respective interests of Owners are the combined fair market values of their Units, and the Owner's share of their undivided interest in the General Common Elements immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Owners and becomes final unless disapproved within thirty (30) days after distribution by Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated. The proportion of any Owner's interest to that of all Owners is determined by the Square Footage Formula.
15.4.2 If any Unit or any portion of the General Common Elements is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all Unit Owners are their respective General Common Element interests immediately before the termination.

ARTICLE XVI - CONDEMNATION

16.1 Consequences of Condemnation. If, at any time or times during the continuance of the Project pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu or in avoidance of condemnation, then all compensation, damages, or other proceeds of condemnation, the sum of which is referred to as the “condemnation award” below, shall be payable to the Association, and the provisions of this Article XVI shall apply.

16.2 Complete Taking. In the event that the entire Project is taken or condemned or sold or otherwise disposed of in lieu or in avoidance of condemnation, the condominium ownership pursuant to the Declaration shall terminate. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. Such award shall be apportioned among the Owners and the Mortgagees on the basis of the Square Footage Formula; provided, however, that if a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such apportionment the same standard shall be employed. The Association shall, as soon as practical, determine the share of the condemnation award to which each Owner and Mortgagee is entitled in accordance with each Owner’s allocated interest in the General Common Elements, and such shares shall be paid first to the Mortgagees and then to the Owners, as their interests appear.

16.3 Partial Taking. Except as the Owners may otherwise agree pursuant to Article XV above, in the event that less than the entire Project is taken or condemned or sold or otherwise disposed of in lieu of in avoidance of condemnation, the condominium ownership under this Declaration shall not terminate. Each Owner (and Mortgagee holding an interest in such Owner’s Unit) shall be entitled to a share of the condemnation award to be determined under the following provisions. The condemnation award shall be paid to the Association for the use and benefit of the Owners and the Mortgagees as their interests may appear. As soon as practical, 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:

16.3.1 Subject to Section 16.3.3 below, the total amount allocated to a taking of or injury to the General Common Elements shall be apportioned among Owners and their Mortgagees on the basis of the Square Footage Formula and any portion of the award attributable to the acquisition of a General Common Element must be equally divided among the Owners of the Units to which the General Common Element was allocated at the time of acquisition;
16.3.2 The total amount allocated to severance damages shall be apportioned to the Owners and Mortgagees of those Condominium Units which were not taken or condemned;

16.3.3 The respective amounts allocated to the taking of or injury to a particular Condominium Unit or to improvements an Owner has made within the Owner's own Condominium Unit (including the compensation to the Owner for the Unit and its allocated interest in the General Common Elements whether or not the General Common Elements are acquired) shall be apportioned to the Owner and Mortgagees of that particular Condominium Unit involved; and

16.3.4 The total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances.

If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Owners and their respective Mortgagees.

16.4 Reorganization. In the event a partial taking results in the taking of an Individual Air Space Unit, the Owners thereof shall automatically cease to be members of the Association, and their ownership interests in the Common Elements shall terminate and vest in the Owners of the remaining Condominium Units. Thereafter, subject to the provisions of the Act, the Association shall reallocate the ownership, voting rights, and assessment determined in accordance with this Declaration and the Act, according to the same principles employed in this Declaration at its inception and as required under the Act and the Board of Directors of the Association shall amend this Declaration accordingly.

16.5 Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the procedures contained in Section 13.6 above. Said repair and reconstruction shall be funded by the condemnation award. In the event that the condemnation award is insufficient to pay the estimated or actual cost of repair and reconstruction, the Declarant may, pursuant to Article XII, collect a special assessment in advance from the Owners in an amount sufficient to pay for the difference between the estimated or actual cost and the condemnation award.

All disbursements shall first be made from the condemnation award and then from any special assessments collected. In the event that a balance remains after payment of all costs for repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions made by each Owner as special assessments, or if no special assessments were made, on the basis of the Square Footage Formula.

16.6 Notice of Condemnation. In the event that any portion of the Project shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise
sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

ARTICLE XVII – RESOLUTION OF DISPUTES

17.1 Dispute Resolution. If any dispute or question arises between Members or between Members and the Association or relating to the interpretation, performance or nonperformance, violation, or enforcement of any document related to the Project, such dispute or violation may be subject to a hearing and determination by the Board in accordance with the procedures set forth in the Bylaws.

ARTICLE XVIII - GENERAL PROVISIONS

18.1 Enforcement. This Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the Association, may be enforced by Declarant, the Board or the Manager in the name of the Association or on behalf of an Owner, or by any aggrieved Owner at law or inequity. In addition to other remedies set forth herein, in response to a violation of this Declaration, the Bylaws, Articles of Incorporation and Rules and Regulations of the Association, the Board, the Manager or Declarant, on behalf of the Owners, may enter upon the offending premises, including any Unit, or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

18.2 Severability. To the extent possible, this Declaration will be construed or reformed so as to give validity to all of its provisions. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

18.3 Revocation and Termination. This Declaration shall not be revoked unless the Declarant, all of the Owners and all of the Mortgagees unanimously consent and agree to such revocation by instruments(s) duly recorded.

18.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity from the date this Declaration is recorded. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners and the Association. Any amendment must be recorded with the Laramie County, Wyoming Clerk.

18.5 Period of Ownership. Condominium Unit ownership created by this Declaration and the Map shall continue until this Declaration is revoked in the manner provided in Section 15.3 of this Declaration.
18.6 Waiver. No failure on the part of the Declarant, Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy will operate as a waiver, except as specifically provided above in the event the Board fails to respond to certain requests. No waiver will be effective unless it is in writing and signed by the Declarant or President or Vice President of the Board on behalf of the Association.

18.7 Conflicts. In the event there shall be any conflict between the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations of the Association, the provisions of this Declaration shall be deemed controlling. In case of conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation will control.

18.8 Assignment. Subject to the requirements and limitations of the Act, if any, Declarant may assign all or any part of Declarant’s rights and reservations hereunder to any successor who takes title to all or part of the Property in a bulk purchase for the purpose of development and sale. Such assignment of rights, and the assumption of obligations assumed, shall be recorded with the Laramie County, Wyoming Clerk.

18.9 Enforcement.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this ___ day of February 2005.

By: [Signature]
Dr. Charles Sink

ATTEST:

[Signature]
Witness

STATE OF ARIZONA

COUNTY OF [Maricopa]

The foregoing instrument was acknowledged before me this ___ day of February, 2005, by Dr. Charles Sink.

Witness my hand and official seal.
### SUBDIVISION SETUP FORM

**Subdivision Proper Name:** LOGAN AVENUE PROFESSIONAL OFFICE CONDOMINIUMS

**Received from:** STEIL SURVEYING

**Grantor:** CHARLES W. SINK AND VONDA V. SINK  
**Document Date:** 5/14/2005

**Grantee:** IN RE LOGAN AVENUE PROFESSIONAL OFFICE CONDOMINIUMS

**Legal Description:** W19' L7, ALL L8-12 BL15 ALTA-VISTA ADD; 2 SHEETS

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### SUBDIVISION INFORMATION

**Short Alpha Name:** LOGAN AVE PROF OFFICE CONDO  
**Number:** 2946

**Block Name:** NONE  
**Lot Name:** UNIT

**Replats Previous Platting:** Y/N  
**Defunct Subdivision:** Y/N

**Covenants Book/Page:**  
**Old Hard Copy Book/Number:** COMP

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### ABSTRACTING INFORMATION

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