Areas, the Board of Directors shall have exclusive
rights to prosecute the proceedings for the respective
taking awards and shall apply the proceeds thereof
to reduce Common Expenses.

Section 11.03. Awards for Owners' Personal Property
and Relocation Allowances. Where all or part of the Project
is taken by eminent domain, each Owner shall have the exclusive
right to claim all of the award made for such Owners' personal
property, and any relocation, moving expense, or other
allowance of a similar nature to facilitate relocation.
Notwithstanding the foregoing provisions, however, or the
provisions of Sections 11.01 and 11.02, the Board of Directors,
except in the case of a Special Partial Taking, shall represent
each Owner in an action to recover all awards with respect
to such portion, if any, of an Owner's personal property
which is at the time of any taking, as a matter of law, part
of the real estate comprising any Unit, and shall allocate
to such Owner so much of any awards as is allotted in the
taking proceedings, or, failing such allotment, allotted by
the Board of Directors to such Owner's personal property.
The amount so allotted shall be paid to the Owner entitled
thereunto, whether or not the Unit in which such Owner's
personal property was located is to be restored by the Board
of Directors; provided, however, that such proceeds shall
first be applied to the balance then due on any Mortgages of
record encumbering such Owner's Condominium, in order of
priority. Notwithstanding restoration of the Unit, the
Board of Directors shall have no responsibility for restoration
of such Owner's personal property.

Section 11.04. Notice to Owners and Listed Mortgagees.
The Board of Directors immediately upon having knowledge of
any taking by eminent domain of the Property, or any portion
thereof, or any threat thereof, shall promptly notify all
Owners, all institutional holders of first Mortgages on
Condominiums in the Project and those Mortgagees who have
filed a written request for such notice with the Board.

ARTICLE XII

RIGHTS OF MORTGAGEES

No amendment or violation of this Declaration shall
operate to defeat or render invalid the rights of the Mortgagee
under any mortgage upon a Condominium made in good faith and
for value, provided that after the foreclosure of any such
Mortgage such Condominium shall remain subject to this
Declaration, as amended. In order to induce The Mortgage
Corporation ("TMC"), the Government National Mortgage Association
("GNMA") and the Federal National Mortgage Association
("FNMA") to participate in the financing of the sale of
Condominiums within the Project, the following provisions
are added hereto (and to the extent these added provisions,
pertaining to the rights of Mortgagees, TMC, FNMA, GNMA, VA
and FHA, conflict with any other provisions of this Declaration
or any other of the Restrictions, these added restrictions
shall control):

(a) Each first Mortgagee of a Mortgage encumbering
any Condominium, upon filing a written request for
notification with the Board, is entitled to written
notification from the Association of any default by the
Mortgagor of such Condominium in the performance of
such Mortgagor's obligations under the Restrictions,
which default is not cured within thirty (30) days
after the Association learns of such default. For
BOARD OF COUNTY COMMISSIONERS - TRAILS WEST SUBDIVISION

SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of December, 1979, by and between the Board of County Commissioners;

Natrona County, Wyoming, hereinafter referred to as "Board", and Radix, Incorporated, a Wyoming Corporation, hereinafter designated as "Owner".

WITNESSETH:

WHEREAS, owner is the legal owner of all lands which comprise Lot 1-1000, inclusive, Trails West Subdivision, a subdivision of Natrona County, Wyoming, a copy of a plat which is attached hereto as Exhibit "A", and made a part hereof; and

WHEREAS, the owner has requested that the Board of County Commissioners approve said plat under the terms and conditions of the Wyoming State Statutes; and

WHEREAS, the owner, by this agreement, seeks to assure the Board that he will complete various steps required by the Board to perfect the subdivision and further covenants to the Board that all work done will be in accordance with this agreement; and

WHEREAS, it is the mutual desire of the parties hereto to establish a written record of this agreement with respect to said subdivision and the development thereof, whereupon the Board will approve the subdivision plans under the provisions of the Wyoming State Statutes.

NOW, THEREFORE, the parties hereto agree as follows:

I. OBLIGATIONS OF OWNER

The owner, within 60 days after receiving written direction from the Board, shall, at his sole cost and expense, do or cause to be done the following:

1.1 Surveying:

A. Set all subdivision corners and 1/16th corners with 2" diameter brass caps, in concrete, showing the number of the corner, identifying initials of the surveyor or company making the survey. If the
original outline boundary marker is in a location likely to be obliterated or destroyed, i.e., roadway, alley, etc., it shall be adequately witnessed with at least two monuments of equal quality to those required above.

B. Block and lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by No. 5 rebar with metal caps identifying the corners and driven flush with the ground surface. Points of intersection (PT's) and points of return (PCR's) of all blocks and the PT's and PCR's of all curves shall be marked after initial dirt moving work has been completed to avoid the necessity of marking block and lot corners twice, all of which shall be in place at the time the final inspection is made by the County Surveyor and upon completion of the roadway construction.

1.2 Roadway Classification:

All streets and roadways within said subdivision shall be classified and constructed as follows:

A. Trevett Lane shall be classified as a collector street with a 44'0" paving width, two 2'0" curb and gutter, one 10'0" parkway and one 5'0" sidewalk (north side), one 15'0" parkway (south side) and two 1'0" utility easements.

B. Village Drive, north of Whispering Springs Road, and Whispering Springs Road, shall be classified as local collector streets with a 60'0" right-of-way, 44'0" paving width, one 6'6" curbside and one 1'6" utility easement on the south side of Village Drive, one 2'0" curb and gutter and one 8'0" utility easement on the north side of Village Drive.

C. Indian Scout Drive, north of Trevett Land, Chuck Wagon Road, Herrington, and Trapper's Trail Drive shall be classified as local streets (collector) with 60'0" rights-of-way, 44'0" paving widths, two 6'6" curbsides and two 1'6" utility easements.

D. Trail Boss Drive shall be classified as a local street with a 60'0" right-of-way, 30'0" paving width, two 2'0" curb and gutter and two 8'0" utility easements, two 7'0" sewerline easements.

E. All other streets within said subdivision shall be classified as local streets with 50'0" rights-of-way, 30'0" paving widths, two 6'6" curbsides and two 3'6" utility easements.

F. All cul-de-sacs within said subdivision shall be constructed with a 55'0" right-of-way, 44'0" paving width, one 6'6" curbside and one 5'6" utility easement.

G. The access road from Buckboard Road north to the intersection of Rogue River Road shall be classified as a local collector street with a 60'0" right-of-way, 44'0" paving width, two 6'5" curbsides and two 1'6" utility easements. The owner
will be required to construct the entire roadway to the above standards with the provision that the County will cooperate with the owner in recapturing all of the construction costs when the unplatted property, known as Whispering Springs, is platted. The owner must acquire a 60'0" roadway and utility easement from the owners of the Whispering Springs Subdivision, prior to approval of the final plat of Trails West.

1. All roadways within the subdivision shall be constructed to an "A" typical section, 3" subbase, 6" base, 1½" asphalt concrete binder course and 1½" asphalt surface course. Based upon a soils analysis submitted to the County Surveyor, County Road and Bridge Superintendent and County Planner, the above standards may be altered for construction to a "AC" typical section or other section as approved by the County Surveyor, County Road and Bridge Superintendent and County Planner.

J. Where possible, all roadways extending into un-platted and undeveloped land shall have a temporary cul-de-sac.

1.3 Construction of Roadways:

All work done on roadways within the subdivision shall conform to the specifications set forth herein and shall cover the preparation and placing of asphalt mix surfacing on roads within the County. Prior to the construction of asphalt mix surfacing, all soils tests shall be submitted to the County Surveyor, County Road and Bridge Superintendent and County Planner for their approval.

A. Asphalt cements shall meet the requirements of A.A.S.H.O. M-226, Table 1. The grade shall be specified by the County Surveyor, County Road and Bridge Superintendent and County Planner. Cutback asphalts shall conform to the requirements of A.A.S.H.O. M-81, M-82 and M-141.

B. Mixing: When the crushed material is mixed with asphalt to be used as surfacing, mixing plant requirements shall hereby be established to assure a product of the quality called for on the plans. The plant shall be in good operating condition. The controls shall provide immediate, positive response when activated. It shall have the capability of combining the ingredients of the mixture in the proper proportions, using measuring devices which are accurate to 0.5%. The mixture shall be prepared in a pugmill in which the clearance of the mixing blades from all fixed and moving parts does not exceed 1 inch. Mixing time shall be controlled to produce a uniformly mixed product, in which all particles of aggregate are coated with asphalt. the dryer shall be capable of producing a dry aggregate which is free from deleterious coating of scot or unburned fuel. An approved dry-batch mixing process will be permitted in lieu of pugmill mixing. The system shall provide positive weight control of the cold aggregate feed, by use of a belt scale or other device which will automatically regulate the feed gate and permit
instant correction of variations in the material. The cold feed flow shall be automatically coupled with the bitumen flow to maintain the required proportions. The system shall be equipped with automatic burner controls and shall provide for temperature sensing of the bituminous mixture at discharge. If the dryer-drum mixing process is used, it shall also meet the following requirements.

1. The moisture content of the bituminous mixture at discharge from the mixer shall not exceed 3%.

2. The temperature of the bituminous mixture at the point of discharge from the mixer shall not exceed 300°F. The temperature of the mix at laydown shall not be less than 180°F. The actual mixing temperature shall be adjusted as directed by the County Road and Bridge Superintendent, within the allowable limitations, to facilitate construction conditions.

The point of acceptance for the aggregate will be at the plant after the bituminous material has been added and after proper blending and mixing of the mixture.

C. Placement of Asphalt Mix Surfacing: Final placement of asphalt mix surfacing shall be completed while the mixture is within 25°F. of the mixing temperature. Initial rolling shall proceed as close behind laydown as is practical. Final rolling shall be completed while the mixture has retained enough heat to assure flexibility.

1.4 Construction Sequence:

All roadways within the subdivision shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in surfacing or other off-site improvements.

1.5 Maintenance of Roadways:

Maintenance of all roadways within the subdivision shall be via an improvement service district.

1.6 Certification:

The owner shall certify, in writing, that the roadways within the subdivision have been constructed to the specifications set forth in this agreement. The owner shall maintain the same for a period of one year from the date of certification, at which time the acting County Surveyor, County Road and Bridge Superintendent or other designated County official will inspect the construction thereof for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove said roadway construction, in writing, and so notify the owner. If said roadway construction is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.
1.7 Grading and Erosion Control:

A. Top soils shall be removed, stock piled and re-
placed.

B. Fill areas shall be filled in 6" lifts and compacted
to optimum moisture and density.

C. Moisture content shall be within +2 or -4 per-
centage points of optimum.

D. Compaction shall be 95% of A.A.S.H.O. T-99.

E. An approved erosion control plan must be submitted
to the acting County Surveyor and County Planner
prior to approval of the final plat by the Board.
Said erosion control plan shall be attached hereto
as Exhibit "B".

F. The owner shall reseed all construction easements
and exposed slopes, including approaches, in accor-
dance with acceptable standards established for
Natrona County. Said method of reseeding must be
approved by the County Road and Bridge Superinten-
dent and the County Planner.

G. The erosion control plan shall include a provision
to prevent the overgrazing of the land by livestock
as well as a conservation plan for the revegetation
of the area.

1.8 Street Signs and Other Traffic Control Devices:

Street signs and other traffic control devices shall be
furnished and erected at all intersections, regardless of
other route markings in accordance with the Manual of
Uniform Traffic Control Devices for Streets and Highways.
This shall include the following:

A. Stop signs shall be 30" by 30" with a mounting
height of not less than 6'. Said signs shall be
mounted on a 2" galvanized pipe set in concrete and
located on the right side of the roadway when ap-
proaching the intersection.

B. Street signs shall have a green background with
white numbers or lettering (Letters minimum of 4" in
height). The signs shall be mounted on a 2" gal-
vanized pipe set in concrete and located on the left
side of the intersection 6' off of the shoulder. The
mounting height shall be 7' from the bottom of the sign.

1.9 Storm Sewer Requirements:

A. All culverts shall conform to the requirements of
A.A.S.H.O. H-84 or A.S.T.M. A-142 for the specified
diameter and strength class.

B. Storm water provisions shall be required for the
drainage from the intersection of Wagon Master
Road and Village Drive to the northeast and must be de-
signed to intercept runoff that would normally flow from Village Drive into River West Estates and divert the runoff into the Oregon Trail Drain, east of Lot 1, Block 42, via a drop inlet at Lot 1 and a storm sewer.

C. The storm sewer under Whispering Springs Road, from station 27+00 Rogue River Road intersection to the discharge into the North Platte River, shall be constructed in three segments of 36", 42" and 48" diameter CMP of about 1,000 feet per segment. Maximum 1.5% grade for all segments through a steeper grade or a drop outlet may be required on the lower end. The river bank shall be provided with erosion protection at the outfall.

D. Provisions shall be made to drain runoff from the developed area north of Phase I into the Oregon Trail Drain, with adequate erosion protection at all points of discharge into the drain.

E. All other storm sewers shall be constructed as specified on the approved drainage plan. (Exhibit "C")

F. All storm sewers shall be provided with adequately designed and located inlets to prevent excessive surface flows on the streets or flooding of the lots.

G. Any alteration in the storm sewer system shall be approved by the County Surveyor, Road and Bridge Superintendent and County Planner.

H. The owner shall certify, in writing, that the culverts have been installed to the specifications set forth in the Natrona County Subdivision Regulations and this agreement, and shall maintain the same for a period of not exceeding one year after the certification, at which time the acting County Surveyor, Road and Bridge Superintendent, or other designated County official will inspect the installation thereof for compliance with this agreement and the Natrona County Subdivision Regulations. The County will approve or disapprove the installation of the culverts. In writing, and so notify the owner. If said culvert installation is disapproved, the County shall notify the owner of the deficiencies. If the deficiencies are not corrected to the satisfaction of the Board within a specified time frame, the Board may proceed with legal action for non-performance of this agreement.

1.10 Water Service:

Water Service shall be provided by the Brooks Water and Sewer District, in accordance with that certain agreement entered into between the Brooks Water and Sewer District and the City of Casper, dated February 20, 1979, which is attached hereto as Exhibit "D".

1.11 Sewer Service:

Sewer service to all lots and blocks within said subdivision, with the exception of Blocks 49 and 50, shall be provided by the Brooks Water and Sewer District.
Sewer service to Blocks 49 and 50 shall be the responsibility of each individual property owner, however, the Natrona County Health Department must approve the location of the septic tank systems. In addition to approval by the Health Department, the owner must provide the Board with a copy of the percolation tests for each lot in Blocks 49 and 50, which must be filed and recorded in the office of the County Clerk with the contract documents between the owner and the Board, and are attached hereto as Exhibit "F".

1.12 Construction of Water and Sewer Systems:

The owner shall construct and install a public water and sewer system in said subdivision in accordance with the design specifications approved by the Board of Public Utilities, the Brooks Water and Sewer District and the Department of Environmental Quality. No occupancy will be permitted in any building in said subdivision until the above has been installed, inspected and approved by the above agencies.

Water and sewer service shall be developed in phases, as provided in the agreement between the owner and the Brooks Water and Sewer District. For the purposes of this agreement, the phases shall be as follows:

A. Phase I, located in the center portion of the subdivision is comprised of approximately 355 lots.

B. Phase II, located in the northern portion of the subdivision, is comprised of approximately 192 lots.

C. Phase III, located in the southwest portion of the subdivision, is comprised of approximately 320 lots.

D. Phase IV will be the remaining portion of the subdivision and is comprised of approximately 282 lots.

1.13 Utilities:

All utilities shall be underground or overhead.

1.14 Covenants:

The owner shall prepare and submit a copy of the covenants for said subdivision to the Board, which shall be attached hereto as Exhibit "F", and made a part hereof. The covenants shall conform to the zoning district in which the subdivision is located.

1.15 Financial Commitment:

In order to assure the Board that the owner has sufficient financial resources to complete the off-site improvements set forth in this agreement; such as, construction of roads, culverts, and the installation of street signs and other traffic control devices, as well as the implementation of an erosion control program, etc., the owner shall submit to the Board an irrevocable letter of credit, or post a performance bond in the amount of the estimated cost of the off-site improvements, as established and certified by the owner's engineer and approved by the Board. At the option of the Board, the Board may permit the owner to construct the off-site improvements in phases, under such terms and
conditions as approved by the Board. If the owner is permitted to construct the off-site improvements in phases, the irrevocable letter of credit or performance bond may be reduced to the amount of the estimated cost of a specified phase of the off-site improvements, as certified by the owner's engineer, or the requirement of a performance bond or letter of credit may be waived. The owner agrees to complete the construction of all off-site improvements set forth in the first phase of development in accordance with this agreement, prior to the sale of lots in the second or any subsequent phase of the subdivision development. The owner, upon completion of construction of the off-site improvements for the specified phase of construction, shall notify the Board, in writing of their completion. If the off-site improvements are not rejected by the Board, or their designee, in writing, within 15 working days from the date of notification, the owner can assume that the specified phase of construction of said off-site improvements has been approved. The owner further agrees that if he deviates from the above without written approval from the Board, it shall be considered non-compliance with this agreement and the owner will be liable for any and all actions taken by the Board toward the enforcement of this agreement. In addition, the owner agrees to notify the Planning Director, in writing, seven (7) days prior to beginning said construction so that a proper inspection schedule can be established. If, in the opinion of the Board or its designee, the work is satisfactory and is progressing in a timely manner, the Board or its designee may issue a letter to proceed to the next phase prior to completion of the previous phase. However, a performance bond, irrevocable letter of credit or escrow account must be provided by the owner prior to beginning construction on any phase of the development.

1.16 Resubdivision of Lots:

The owner agrees that there will be no further subdivision of lots unless replatted and submitted to the Board for their approval.

1.17 Easements:

A. An 8’ utility easement shall be platted on each side of the abutting rear property lines.

B. A minimum 25’ access easement shall be provided along the high waterline for the maintenance of the river bank by any governmental entity.

C. A 50’ wide access and utility easement shall be provided along the lot line common to Lots 10 and 11, Block 49.

1.18 Oregon Trail Drain:

The owner must comply with the rules and regulations established by the Bureau of Reclamation relating to the Oregon Trail Drain.

1.19 Street Lights:

The owner shall install one-hundred-fifty (150) 7,000 lumen horizontal mercury vapor street lights and two (2) 21,000 mercury vapor or equivalent sodium vapor street lights at the locations designated on Exhibit "A".
1.20 Fire Hydrants:

The owner shall install seventy-four (74) fire hydrants at the locations shown on Exhibit "A". Said fire hydrants shall be located at intervals not exceeding 410 feet.

1.21 Retaining Walls:

Any retaining walls constructed within the subdivision by the developer shall be designed and certified by a registered professional engineer with said plans being approved by the County Surveyor and County Planner. Said retaining walls shall be constructed within the boundaries of each individual lot and not on the lot lines. Maintenance of said walls shall be the responsibility of each individual lot owner.

1.22 Issuance of Building Permits:

If a building permit is issued by the County Planner prior to the completion or installation of all off-site improvements, including water and sewer, said building permit is issued with the understanding that there will be no occupancy of any structure until all off-site improvements are completed, or all streets are in all-weather condition or the owner has escrowed funds or obtained an irrevocable letter of credit for the completion of said streets.

1.23 Public Sites and Open Spaces:

In accordance with Section 21.1 of the Natrona County Subdivision Regulations, the owner shall, at the option of the Board, allocate and convey at least 6% of the total land area of the subdivision which is classified as R-R, R-M, or R-L for parks, playgrounds of similar public purposes at a location agreed upon by the Board and the subdivider. At the option of the Board, the subdivider shall, in lieu of such conveyance of land, pay to the County a cash amount equal to at least 6% of the raw land value of the total land area of the proposed subdivision. The price of said land shall be established and agreed upon by the Board and the subdivider. If the Board and the subdivider fail to agree on the value of the subdivision, the value shall be established by three independent appraisers mutually acceptable to the subdivider and the Board. Such payments shall be used for the acquisition and development of parks, playgrounds or other similar public purposes.

The owner shall convey Lot 13, Block 5 of said subdivision as a fire station site.

The net area for which park contribution can be computed for this subdivision is 510.00 acres. The owner has agreed to convey to the County approximately 23.33 acres, thus leaving a cash contribution equal to 7.27 acres. For the purposes of this agreement, the land value has been determined to be $7,000.00 per acre, which will require a cash payment of $50,890.00.

1.24 Hold Harmless Clause:

The owner further specifically agrees to hold the Board and any persons acting by and through the Board harmless
from any claims or causes of action whatsoever brought against it as a result of the owner's negligence in complying with the terms of this agreement, and further to indemnify the board and all persons acting by, through and under the board from any claims or causes of action whatsoever arising out of the owner's negligence in complying with the terms of this agreement. Further that this hold harmless clause and indemnification shall expire upon completion of the terms of this agreement by the owner.

II.
OBLIGATIONS OF BOARD

The Board shall zone or cause to be zoned Lot 12, Block 5; and Lots 1-7, Block 17, from O-D (Open District) to B-R (Rural Business); Blocks 46, 47, 48 and 49, from O-D (Open District) to R-L (Light Density Residential); Lot 5, block 17, from O-D (Open District) to R-L (Light Density Residential), with the understanding that a sewer treatment plant can be located on the property; and Blocks 1, 2, 3, and 4; Lots 1-11, Block 5; Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45, from O-D (Open District) to R-M (Mixed Density Residential), all located in Trails West Subdivision.

It is further agreed that Blocks 6-16; Lots 8-27, Block 17; and Blocks 18-45 will be restricted to one-family dwellings.

THIS AGREEMENT shall be binding upon and shall insure to the benefit of all parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
Natrona County, Wyoming

John P. Burke, Chairman

ATTEST:

John J. Tobin
County Clerk

Frank J. Schulte
Commissioner

Larry Redding, President

RADIX, INCORPORATED
ACKNOWLEDGEMENT

STATE OF WYOMING )
 ) ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by John P. Burks, Chairman; and Edward B. Schuttel, Commissioner; and Commissioner; this 28 day of Sept., 1979.

Subscribed and Sworn to this 28 day of Sept., 1979.

John Leonard
Notary Public

STATE OF WYOMING )
 ) ss.
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Larry Redding, President, Radix, Incorporated, this 28th day of September, 1979.

Subscribed and Sworn to this 28th day of September, 1979.

Jana S. Ortiz - Notary Public
County of Natrona
State of Wyoming

Notary Public
EROSION CONTROL CONSERVATION PLAN

Date: July 25, 1979

Name of Applicant: Radix, Inc.

Business Address: Suite 205 350 West "A" Street Ph. 165-3771

Home Address: Ph.

Subdivision: Trails West Estates

I, Radix, Inc., hereby submit to the Board of County Commissioners, Natrona County, Wyoming, a plan to remove the natural top soil, trees, and other vegetation and alter the existing contours through grading for the construction of roadways, utility installations, building sites or development in the Trails West Estates Subdivision, which is located five miles west of the City of Casper and is more specifically identified on the attached plat or drawing.

If approved by the Board, this soils erosion plan shall:

A. Become a part of the written agreement between the owner and the Board; and

B. Become a part of the covenants established by the owner.

The soils erosion plan shall consist of the following information:

1. Total acres of land in the subdivision. 333.7 acres

2. Total acres of land in the subdivision to be exposed through grading for the construction of roadways, utility installations, building sites or development. 160.71 acres

3. The soil classification(s), in accordance with the Unified Soils Classification System. Map Attached

If more than one soil classification is involved, a map showing the soil classifications shall be attached.

4. A map showing the existing and proposed contours.

5. The type of vegetation to be removed from the exposed areas (major types and common names only). Sagebrush and Prairie Grass

6. Maximum slope of the exposed areas (cut slope, fill slope, etc.). 5-6%

7. The proposed method of stripping, storing and replacing of top soil. As below

If special erosion problems exist, check the appropriate: (a) Active sand dunes; (b) Alkaline areas; (c) Bentonite areas; (d) Other.

The following procedure is required: When stripping top soil from the designated area, brush, grass, agricultural crops or other suitable material shall be retained as mulch and incorporated into the top soil. Unless the top soil can be placed directly on the prepared slopes or exposed areas, the top soil shall be stockpiled for future use to cover embankments, cut slopes and other exposed areas. The top soil shall be placed in a uniform manner to a depth commensurate with the quality of top soil available and the area to be covered. Top soil shall be keyed to the underlying material by scarifying along contours to a
depth of approximately six inches. In urban type developments, which have a density of 3 units per acre or more, the owner, during the time the exposed area is being re-vegetated or built upon, shall control blowing dust by either watering or installing snow fence in accordance with Section 10.

8. The proposed method of reseeding or revegetation of the exposed areas.

As below

The following procedure is required: Prior to seeding the slopes, the slopes shall be graded along contours to the designated grade and, where necessary, top soil shall be uniformly spread along contours in accordance with acceptable conservation practices. After the top soil has been uniformly spread, the area shall be scarified along the contours to a depth of approximately six inches leaving furrows. The surface shall be left in an uncompacted, workable condition ready for mulching and re-vegetation. Areas not suitable for scarifying shall be left in a condition satisfactory to the Board or the Board's designee. After the slope or exposed areas have been prepared, the owner shall broadcast commercial fertilizer at a recommended rate based upon a soils analysis, or 40 pounds of available nitrogen and 20 pounds of available phosphorus per acre. Grain straw or grass hay shall then be used at a minimum rate of two tons per acre and anchored to the surface with a disk or coulter mulching machine. The area shall then be seeded using a grain drill with a grass seed attachment or special grass drill. The seeding requirements shall be in accordance with Exhibit "A". Planting depth shall be 1/2 inch to 1/4 inches. Seeding shall be applied between the time the frost leaves the ground in the Spring and before the frost enters the ground in the Fall. The preferable period of seeding is early Spring or late Fall. Should the owner seed the area through the hot months, he would be required to water. Seeded areas must be protected until the new grass seedlings are thoroughly established. Hydraulic mulching will be acceptable after the grass seed has been drilled. Excelsior mats will be acceptable in lieu of mulching.

9. The proposed method of maintaining slopes or exposed areas after mulching and seeding.

As below

The following procedure is required: Once an area is mulched and seeded, all surface exposure (grazing and vehicular traffic) shall be prohibited. Re-seeding, if necessary, shall follow the procedures outlined in Section 8.

10. The proposed method of controlling wind erosion on those areas that are developed at a time when grass seeding is not practical or the exposed areas will lie fallow for a short period of time (less than 6 months)

As below

The following procedure is required: Snow fences shall be located at right angles to the prevailing winds and spaced at intervals of approximately 50 feet. The first fence must be located at the windward edge of the exposed area and continue across the entire site.
11. The proposed method of controlling water erosion on steep slopes or other applicable areas.

As below

The following procedure is required: Matting strips (jute matting) or excelsior blankets shall be placed on the prepared slope or other exposed areas parallel to the flow of water. Each strip or blanket shall be laid flat without stretching. When jute matting strips or excelsior blankets are used to prevent erosion, the surface shall be prepared, seeded and fertilized as specified above. When more than one strip or blanket is required to cover an area, matting shall be overlapped four inches along the edges and ends. The matting shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced not more than three feet apart in three rows for each strip or blanket, with one row along each side and one row alternately spaced in the middle. All ends of the matting or blanket shall be stapled. Matting shall be spread evenly and smoothly and in contact with the soil at all points. The matting shall be pressed into the soil with a light lawn roller or similar method.

12. The owner may submit to the Board for their review and approval an alternate method of erosion control other than that required in paragraphs 7 through 11, inclusive. The alternate method shall be denied within 45 days after officially being submitted to the Board, or the owner can assume that the alternate method has been approved by the Board.

13. If the owner fails to initiate or complete the above Erosion Control Conservation Plan, and if the County, at its sole discretion completes any erosion control conservation program that is acceptable and approved by the Board, the owner agrees to pay to the County all costs incurred in initiating and completing the erosion control conservation plan that is acceptable and approved by the Board.

14. This Erosion Control Conservation Plan shall be binding upon and shall inure to the benefit of all parties hereto, their successors and assigns.

15. The Conservation District is available for consultation on erosion control projects on a voluntary basis.

16. Review and recommendations by the Board or authorized designee:
**EXHIBIT "A"**

**SEEDING TABLE FOR CRITICAL AREA PLANTING**

<table>
<thead>
<tr>
<th>Introduced Grasses:</th>
<th>Sod Former Bunchgrass</th>
<th>Sandy Soils</th>
<th>Loam Soils</th>
<th>Clay Soils</th>
<th>Wet Soils</th>
<th>Saline Soils</th>
<th>Drill Seeding $\text{Pls/acre Dryland}$/</th>
<th>Drill Seeding $\text{Pls/acre Irrigated}$/</th>
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<tr>
<td>Crested Wheatgrass</td>
<td>B</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td>12 24</td>
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<tr>
<td>Garrison Foxtail</td>
<td>S</td>
<td></td>
<td></td>
<td></td>
<td>x</td>
<td></td>
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<tr>
<td>Intermediate Wheatgrass</td>
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<td>x</td>
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<td>x</td>
<td></td>
<td></td>
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<td>Reed Canarygrass</td>
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<td>Smooth Bromegrass</td>
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<td>Sheep Fescue (Durar)</td>
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<tr>
<td>Prairie Saudain</td>
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<td>12 24</td>
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<td>Blander Wheatgrass</td>
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<td>Streambank Wheatgrass</td>
<td>S</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
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<td>8 16</td>
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<td>Thicksipe Wheatgrass</td>
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<th>Legumes: 2/</th>
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<tr>
<td>Sweet Clover</td>
<td>x</td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td>7 14</td>
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<tr>
<td>White Clover</td>
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<td></td>
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<td></td>
<td>3 6</td>
<td></td>
</tr>
</tbody>
</table>

1/ When broadcast seeder is used, the seeding rate will be doubled.

2/ All legumes will be inoculated with appropriate culture.

P.L.S. = Purity of seed (%) germination

USD\$-SCS-WY January 1979
ACKNOWLEDGMENT

STATE OF WYOMING )
 ) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by "Jack E. Hanks," this 22nd day of July, 1979.
Subscribed and Sworn to this 22nd day of July, 1979.

[Signature]
Notary Public

DATE OF COMMISSION EXPIRES Mar. 5, 1933

STATE OF WYOMING )
 ) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by "Nat Sauer"
this 11th day of Sept. 1979.
Subscribed and Sworn to this 11th day of Sept. 1979.

[Signature]
Notary Public

[Seal]
EXHIBIT "D"

CONTRACT FOR WHOLESALE WATER SERVICE

THIS AGREEMENT made, dated, and signed the 20th day of February, 1979, by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF CASPER, WYOMING, hereinafter referred to as "Seller", and BROOKS WATER AND SEWER DISTRICT, hereinafter referred to as "Buyer", and L. RAY BERRETT, WHISPERING SPRINGS DEVELOPMENT CO., RADIX INC., WIND RIVER CONSTRUCTORS, INC., and VANBILL DEVELOPMENT COMPANY, hereinafter referred to collectively as "Developers" or by their corporate or surname.

WITNESSETH:

WHEREAS, Developers are the owners or in control of lands hereinafter defined which are not within the corporate limits of the City of Casper; and

WHEREAS, said lands do not presently have water service provided by Seller; and

WHEREAS, Buyer has undertaken to provide funds for improvements to the Seller's facilities for treatment and delivery of water to the current service area of Buyer in the amount of one-half (1/2) of the cost of constructing the 30-inch transmission line improvements, and all of the cost of constructing the 16-inch transmission line improvements, together with Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500) for initial treatment plant capacity utilization; and

WHEREAS, Seller has agreed to sell and deliver, and Buyer has undertaken to purchase and cause to be paid, the purchase price for wholesale water service to the current service area of Buyer and otherwise to abide by the terms and conditions of this Agreement; and

WHEREAS, the parties have, by the conditions of this Agreement, fixed their respective responsibilities and
obligations to each other.

WHEREAS, the intent of the parties is to establish a unified water and sewer system and each party agrees to pursue a total unification plan to its conclusion.

NOW, THEREFORE, in consideration of the mutual covenants to be kept and performed, and other good and valuable considerations the sufficiency of which are acknowledged, it is agreed between the parties as follows:

1. The following definitions shall apply to the performance of the parties:

   a. "Wholesale Water Service" shall mean the delivery by the Seller of its surplus water of a quality acceptable under the standards established by the Wyoming Department of Environmental Quality to a point or points acceptable to the Seller at or near the edge of Buyer's defined service and not to exceed four million gallons (4,000,000) per day based on the following delivery schedule:

      1. Not to exceed two million gallons (2,000,000) per day from the date of the contract to the year 1982.

      2. Not to exceed three million gallons (3,000,000) per day during the year 1982.

      3. Not to exceed four million gallons (4,000,000) per day during the year 1983 and thereafter,

   as measured any twenty-four hour period from 12:00 noon of any day to 12:00 noon of the next succeeding day. Seller shall have no responsibility beyond Seller's meter for the delivery of water quality, quantity or method of distribution to Buyer's customers. The Buyer and Seller agree that additional amounts of surplus water may be delivered by the Seller and purchased by the Buyer as may be agreed between the Buyer and the Seller at some future date.
b. "Buyer's defined service area or Buyer's service area or service area" shall mean the area in which Buyer is presently authorized to furnish water and sewage disposal services, as set forth, and included, in the Matter of the Reorganization of Brook's Sanitary Sewer District as Brook's Water and Sewer District Civil Action Number 22196 in the District Court, Seventh Judicial District, Natrona County, Wyoming.

2. Prior to the delivery of said wholesale water service to Buyer's specified area, the parties agree that:

   a. Buyer shall furnish a map with sufficient detail satisfactory to Seller, reflecting the boundaries of its service area. With said map, Buyer will furnish a schedule designating the existing property owners or occupants served by it with a designation of the meter size for each location. Additionally, there shall be reflected on the map, by number or other reference to the schedule, the location of each of the Buyer's existing customers. The Buyer will keep said map and schedule current by supplementation, from time to time, and no less than quarterly, showing a change in the number of customers served within its service area,

   b. A master meter of demand type, or such other meter or gauging device as may hereafter be specified by Seller, shall be purchased and installed by Buyer at the points where the Seller's connecting facilities meet the contract service area. Two metering facilities will be constructed, one at Abbott and Third in Mountain View near the Seller's Airport water line, and the other at the eastern boundary of the Spencer-Herz and Yanbill additions near the Buyer's existing transmission line. The plans, materials, and methods of construction for initial or future metering facilities required to meet the needs of the service area, as determined by the Seller and agreed upon by the Buyer, shall be made in accordance with the Seller's engineering and construction
standards and installed at Buyer's cost. The same shall, from time to time, be inspected by the Seller during the course of construction, or at any time thereafter; and when completed, shall meet the requirements of the Seller and be accepted by it in writing.

Said metering facilities shall be installed in public rights-of-way or, alternatively, in easements to be acquired by Buyer across public or private land. Each easement shall be not less than fifteen feet (15') in width and shall be for the purpose of obtaining ingress and egress to the metering facility for purposes of inspection, reading, maintenance, replacement, or repair. Said easement shall be assigned or conveyed to the Seller, free of any superior possessory claim or encumbrance.

3. The improvements to be installed by the Seller shall consist of a 30-inch and 16-inch transmission line from the Seller's water treatment plant to the eastern boundary of the Spencer-Herz and Vanbll additions near the Buyer's existing transmission line. The length and location of the 30-inch and 16-inch lines shall be as described in the plans and specifications accepted by the Seller. The proposed construction shall be of a design and in conformance with the Casper Metropolitan Water District Master Plan, as set forth in the 1977 report by Black & Veatch.

Buyers agree to pay Seller one-half (1/2) of the cost of its share of transmission line improvements and Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plant capacity utilization. Upon receipt of fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, Seller agrees to proceed immediately with design of the transmission lines; and upon receipt of the remaining fifty percent (50%) of Buyer's share of the estimated transmission line improvement costs, the Seller agrees to proceed with construction within
a reasonable time.

Upon execution of this contract, Seller shall estimate the transmission line improvement costs, including engineering and right-of-way costs and furnish Buyer with a copy of the estimated costs. Thereafter, both Buyer and Seller shall have thirty (30) days to examine the estimated costs and both shall have the right to cancel this contract if either Buyer or Seller deem the estimated costs prohibitive. Ten (10) days written notice of cancellation by registered mail shall be given by the cancelling party to the other party.

For the purpose of fixing the initial amounts to be paid by Buyer, the estimate shall control, provided however, that upon completion of construction, Seller shall submit to Buyer the total cost of construction and Buyer's share shall be adjusted accordingly. Buyer shall have twelve (12) months after completion of construction to pay to Seller the balance, if any, of Buyer's share of the transmission line improvement costs over the estimated transmission line improvement costs.

Buyer agrees to pay to Seller Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) for initial treatment plan capacity to serve the initial 483 3/4-inch connections or the equivalent thereof in the Spencer-herz and Vanbll additions in Buyer's service area.

Buyer shall pay to Seller Five Hundred Dollars ($500.00) per connection for each new 3/4-inch connection or the equivalent thereof, in Buyer's service area to be credited against the initial Two Hundred Forty-one Thousand Five Hundred Dollars ($241,500.00) paid by Buyer to Seller. Payment shall be made by Buyer to Seller quarterly as connections are made provided that at least twenty percent (20%) of the total amount, Forty-eight Thousand Three Hundred Dollars ($48,300.00) shall be paid annually from the date of the contract and the entire sum shall be paid prior to the fifth anniversary of the effective date of this contract.
Buyer agrees to pay Seller Eight Hundred Seventy-Five Dollars ($875.00), or such different amount as the Seller may determine and is paid by other wholesale customers, for each new 3/4-inch connection, or equivalent thereof, made in Buyers current service area. Buyer shall report new connections and remit appropriate connection fees quarterly.

Buyer will make available during its regular business hours, its books and records showing its customers, their locations, and will provide all relevant data requested by the Seller.

It is the intent of this Agreement that service by the Seller to the Buyer be permanent, except as conditioned by Paragraph 4. To that end, it is agreed that upon completion of the metering facility in Mountain View by Buyer and acceptance by the Seller, and after payment of 50% of its share of the transmission line costs by Buyer, Buyer may connect to Seller's system in Mountain View and obtain water at a rate not to exceed Seven Hundred (700) gallons per minute at any time.

After completion of the transmission line by Seller and the metering facility by Buyer, connection may be made at the boundary of the Spencer-herz and Vanbill additions. When this connection is made, the Mountain View connection will be turned off. Supply at the permanent connection shall not exceed Seven Hundred (700) gallons per minute until connection fees for Seven Hundred (700) connections have been received by the Seller.

Thereafter, the maximum quantity to be provided by Seller to Buyer will be increased one (1) gallon per minute for each new customer in the Spencer-Herz and Vanbill area, not to exceed a total amount delivered of Four Million (4,000,000) gallons per day and such other amounts as may be agreed to between the Buyer and the Seller at some future date.

4. The rate of water provided by Buyer shall be at the
Seller's wholesale rate, as the same shall apply from time to time, for all water users. Buyer shall pay said billing within ten (10) days following receipt. The Seller reserves the right, at any time, and from time to time, to change said wholesale and outside City rate; and charge will be the same for all wholesale and outside City purchasers of water from the Seller receiving the same service. The Seller will notify Buyer regarding any proposed rate change, and will provide an opportunity for a public hearing. Should Buyer fail, refuse, or neglect to pay said bill within thirty (30) days after its due date, the Seller shall have the right to give ten (10) days written notice of its election to terminate further service to Buyer, and should said delinquency not be corrected within the said ten (10) days, the Seller may terminate further service and supply of water to Buyer.

The Seller does not warrant or irrevocably claim to furnish the agreed amount of water to either Buyer's current service area or any future service area added with the agreement of the Seller. Seller agrees to furnish at all times the amount of water necessary to insure the health and safety of Buyer's customers within Buyer's service area and at such time as the health and safety of the customers of the Buyer and the customers of the Seller is affected by the amount of water available, all the customers of the Buyer and the Seller will be treated equally.

5. Buyer agrees that all future water facilities in the Buyers service area will be constructed in accordance with the then current Casper Metropolitan Water District Master Plan or in accordance with standards acceptable to the Seller.

6. An adequate number of fire hydrants shall be properly installed either by the Buyer or it shall cause the same to be installed, in the new areas to be served by Buyer. The number and locations of the hydrants shall be determined by the Director of the Board of Public Utilities on the basis of County planning requirements, and with the
advice of the City Fire Chief. The design and specifications of the hydrants shall be approved by the Casper Fire Chief prior to installation.

7. The Developers and all other property owners who wish to be connected to Buyer's water delivery system in Buyers service area shall commit to adhering to the then current City land use plan, with all appropriate restrictions, and the City-County arterial street plan. All undeveloped land existent at the time of this Agreement, if subdivided and approved by Natrona County, along with all agreements, covenants, restrictions, or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or sale of any parcel.

8. A commitment or restriction shall be included in every Deed of land executed by Developers and all other property owners in Buyer's service area who are not connected to Buyers water delivery system at the date of this Agreement for sales subsequent to the date of approval of this Agreement, whether or not said lands are currently platted or subdivided, noting that the parcel "shall annex to the City of Casper without protest at the discretion of the Casper City Council". The commitment to annex shall be recorded as part of each Deed.

9. L. Ray Berrett, Whispering Springs Development Company, Radix, Incorporated, Wind River Construction Company, and Vanbill Development Company, as owners and/or contract vendees of both platted and unplatted lands within Buyer's Spencer-herz and Vanbill additions, agree that prior to Buyer's service inclusion of said unplatted and adjacent areas, they and each of them, will comply with the provisions of Paragraphs 6, 7 and 8 of this Agreement, as though their lands were included therein.

It is a specific covenant of the Buyer that it will not increase its service area in any manner without prior consultation with the Seller. If the Seller decides to provide service for the increased service area, the services
provided shall be by mutual agreement between the Buyer and Seller. If the Seller declines to provide service for the increased service area, the Buyer may service the increased service area if an alternate water supply is acquired by the Buyer. Whenever the Buyer provides additional services, it shall require the property owner to agree to be bound by Paragraphs 6, 7 and 8 of this agreement. The agreement between the Buyer and the property owner shall be a written agreement in a form approved by the Seller.

10. Buyers may not assign this agreement, nor any of its rights or obligations hereunder, without prior written approval of the Seller.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors in interest, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Calvin L. Chadsey      Jerry W. Delano
City Clerk            Mayor

ATTEST:

BROOKS WATER AND SEWER DISTRICT

Don Cogdill            L. Ray Barrett
Secretary              President

ATTEST:

WHISPERING SPRINGS DEVELOPMENT

Patricia                  John K. Wallen
Secretary                  President
EXHIBIT "E"

September 14, 1979

Mr. Nix Anderson
Health Officer, Natrona County
241 South Conwell
Casper, WY 82601

Re: Perc Tests - Trails West

Dear Mr. Anderson:

We completed the percolation tests of Trails West Estates in Sections 22 and 15 of Township 33 North and Range 80 West on Robertson Road in March, 1979.

Tests were required on Lots 1 thru 16, Block 49 and Lot 1 thru 6, Block 50, on the old plat. On the revised plat tests are required for Lots 26 thru 35, Block 47, Lots 1 thru 6, Block 48, and Lots 1 thru 8, Block 49.

The entire area was sand to silty sand. Percolation was maximum and will present absolutely no problems for septic systems.

Test holes have been drilled throughout the subdivision and no ground water was encountered within 15 feet at any spot.

The percolation results are tabulated and a copy is attached. All test holes were approximately 4 feet deep and 6 inches in diameter, and kept saturated for four hours. Readings were then taken after an additional 30 minute test period.

If you have any questions please give me a call.

Sincerely,

THE ENGINEERS

Thomas P. McDill, Jr.

TPH: nb
Encs.

Amended 1
A 9-21-79
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<tr>
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<td>Top</td>
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<td>4</td>
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<td>5</td>
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<td>Center Lot</td>
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<td>6 1/4&quot;</td>
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<td>Center Lot</td>
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<td>7</td>
<td>Top</td>
<td>8 1/4&quot;</td>
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<td>Center Lot</td>
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<td>8</td>
<td>Top</td>
<td>9&quot;</td>
<td>9&quot;/30 Min</td>
<td>Center Lot</td>
</tr>
</tbody>
</table>
BUILDING RESTRICTIONS AND COVENANTS

TRAILS WEST ESTATES, a subdivision in Natrona County, Wyoming, of the NW\(_4\); SE\(_3\); NW\(_2\); SE\(_4\); SW\(_2\); and a part of NE\(_2\) of Section 22, Township 33 North, Range 80 West, 6th P.M., Natrona County, Wyoming as the same appears on the plat thereof recorded in the office of the County Clerk of Natrona County, Wyoming.

WHEREAS, RADIX, INC. is the owner of all of the Blocks, being Blocks 1 through 52 of TRAILS WEST ESTATES, a subdivision in Natrona County, Wyoming, and desires to establish in said subdivision a residential district with rural business to the Southeast wherein the construction and use of dwelling houses shall conform to certain minimum requirements and each lot owner in consideration of his compliance with such requirements shall be protected against violation thereof by any other lot owner, and said RADIX, INC. desires to provide for TRAILS WEST IMPROVEMENT AND SERVICE DISTRICT, a non-profit association or corporation, to assess, manage and provide for street and sidewalk maintenance, street lighting, snow removal and other community affairs in said subdivision.

NOW, THEREFORE, in consideration of the premises, the undersigned, RADIX, INC. does hereby make, impose, and establish the following building restrictions, covenants and Improvement and Service District agreement on all of the lots in Trails West Estates, a subdivision in Natrona County, Wyoming, which shall be covenants running with the land as follows:

Article I
Protective Covenants

1.1 No trailer, mobile home, basement, tent, shack, garage, barn, or other out-building erected in the subdivision shall at any time be used as a residence temporarily or permanently.

1.2 All structures shall be new construction. Each single family dwelling and residence shall contain, when completed, not less than 900 square feet of usable living space, exclusive of the cellar, basement, porches, terraces, and garage; except that a split-level dwelling shall contain not less than 1,200 square feet.

1.3 No oil drilling, oil development operations, quarrying, or mining operations of any kind shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on or in any lot. No derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any lot.

1.4 Each lot shall contain a removable underground garbage container installed in the front yard or in the alternative garbage containers may be maintained which are concealed from sight by an enclosed structure.

1.5 Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of water drainage within the easements, or which may obstruct or retard the flow of water through the easements. The easement area on each lot shall be continuously maintained by the lot owner. Any damage incurred to maintain such utility in such easement shall be borne by the owner.
1.6 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes and do not exceed two in number, except where conditional use is specified.

1.7 No structure shall be erected on any lot or tract in said subdivision, except that the same shall first be approved by an Architectural Committee established by the Improvement and Service District.

1.8 No water wells or septic tanks shall be drilled, constructed or permitted to remain on any lot after improved by curb and gutter, except where allowed by Natrona County.

1.9 No weeds, brush, rubbish, junk, garbage, trash, junk car or unlicensed cars shall be allowed or permitted to remain on any lot, nor shall any activity be carried on which shall be or become a nuisance or offensive to the owners within the subdivision.

1.10 No lot shall be reduced in size to make a smaller building site than a platted lot, however, building site may be increased in size by using part of an adjacent lot, in which event front, side and rear yard requirements shall be measured to building site lines.

1.11 Temporary construction structures shall be permitted with the approval of the Board of Directors of the Improvement and Service District.

1.12 All structures shall comply with the uniform building, electrical, plumbing, and fire codes.

1.13 All construction and/or use of any lot within the subdivision shall comply with the requirements of the zoning regulations for the zone in which the lot is located.

1.14 The restrictions and covenants set forth in this article may be altered, amended or variances allowed by RADIX, INC. or by a vote of two-thirds of the Board of Directors of the Improvement and Assessment District provided.

1.15 Definitions for the purposes of these Building Restrictions and Covenants shall be the same as the definitions provided in the Natrona County Zoning Resolutions.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until the 12th day of September, 2005, at which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless altered, amended or varied as herein provided.

If the parties hereto, or any of them, or their successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate in said subdivision to prosecute any proceeding at law, or in equity, against the person or persons violating or attempting to violate any such covenants, and either to prevent him, or them, from so doing, or to recover damages, and such person shall have such other actions and remedies as law or equity may provide.

RADIX, INC.

By: Larry L. Redding, President

Larry L. Redding, Assistant Secretary
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MOUNTAIN STATES BUILDERS INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 1, Cottonwood Addition

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to COLONY TOWNHOMES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Area. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

See attached Exhibit A

(a) The undivided interest in the Common Area which shall be conveyed to each unit is as follows:

<table>
<thead>
<tr>
<th>Unit Number</th>
<th>Percentage of Undivided Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>3311</td>
<td>.05%</td>
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<tr>
<td>3315</td>
<td>.05%</td>
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<tr>
<td>3319</td>
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<td>3323</td>
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<td>3327</td>
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<td>3331</td>
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<td>Lot 27</td>
<td>.05%</td>
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<tr>
<td>Lot 28</td>
<td>.05%</td>
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</tbody>
</table>
The above undivided interests are to be conveyed with the respective units and cannot be changed and the Declarant, its successors and assigns agree that fee title of the units and the undivided interest in the Common Area shall not be separately conveyed.

Section No. 3. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 4. Declarant. "Declarant" shall mean and refer to MOUNTAIN STATES BUILDERS INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

Section No. 5. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Association.

Section No. 6. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 7. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 8. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest to any unit which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section No. 9. Properties. "Properties" shall mean and refer to the real property described in this declaration and any additions as may be brought into the jurisdiction of the Association and which are divided into the following fee simple estates:

(a) The twenty (20) separately designated and legally described fee simple estates consisting of the space and area of designate. Unit deeded to each Owner.

(b) The fee simple estate consisting of the remaining portion of the real property referred to as the Common Area. For the purposes of this declaration the ownership of each Unit shall include the respective undivided interest in the Common Area.

(-) The Declarant has not conveyed any part of any platted street and reserves the power to grant easements for all utilities and drainage across, over and under all the properties described in this declaration and any additions brought into the jurisdiction of the Association for ingress, egress, replacing, repairing and maintaining all utilities and drainage for itself, its agents, employees and assigns. No structures including walls, fences, eaving or planting shall be erected upon any part of the properties which will interfere with the right of ingress and egress.
Section No. 10. Restricted Common Area. "Restricted Common Area" shall mean any portion of the Common Area set aside and allocated for the restricted use of any respective units as shown on Exhibit "A" attached.

Section No. 11. Unit. "Unit" shall mean and refer to any unit shown upon Exhibit "B" (being a schematic drawing of the units, together with legal descriptions) of the Properties with the exception of the Common Area.

ARTICLE III. PROPERTY RIGHTS

Section No. 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) the right of the Association's Board of Directors to make and enforce reasonable rules and regulations consistent with this Declaration and to charge a reasonable assessment and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to impose monetary fines which shall constitute a lien upon the owner's unit and to suspend voting rights and the right to use recreational facilities by an owner for any period during which an assessment against his unit remains unpaid. In addition, the Board of Directors of the Association shall have the power to seek relief in any Court for violations or to abate unreasonable disturbances;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section No. 2. Owners' Restrictions on Property Rights. Each owner shall have the following restrictions on property rights:

(a) The Common Area shall remain undivided and no owner shall bring any action for partition of the Common Area.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants and contract purchasers.

Section No. 3. Ingress and Egress to Units. The owner of each unit, his successor and assigns, shall have the unrestricted right of ingress and egress to the owned unit.

Section No. 4. Easements for Encroachments. If any portion of the Common Area encroaches on any unit or any unit encroaches on the Common Area or any unit encroaches upon another unit as a result of construction, reconstruction or repair, a valid easement for the encroachment and the maintenance of the same shall exist as long as the encroachment exists.
Section No. 5. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his lessees, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment.

Section No. 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any unit. The Owners shall advise the secretary of the Association who is to exercise the vote of the unit. In the absence of such advice, the unit's vote shall be suspended in the event more than one person exercises the unit's vote.

Any owner of a unit which is leased shall assign the voting right to the lessee provided a copy of the lease is furnished to the secretary of the Association prior to the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on February 11, 1986.

Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section No. 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each unit owned within the Properties, hereby covenants, and each Owner of any 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, and 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be
a continuing lien upon the property against which each such
interest, costs and a reasonable attorney's fee, shall also
be the personal obligation of the person who was the Owner
of such property at the time when the assessment fell due.
Delinquent assessments shall be the joint and several obligation
of the owner of a unit and his successor in title and the
successor in title shall be entitled to certificate from the
Association of unpaid assessments as provided in Article IV,
Section No. 7, of this Declaration.

Section No. 2. Purpose of Assessments. The assess-
ments levied by the Association shall be used for the mainten-
ance and repair of the Common Area and any sidewalk which
may be part of the Common Area, if not dedicated to public
maintenance, shall be maintained by the Association. All
assessments shall be used exclusively for the benefit of the
owners.

Section No. 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 $10.00 per unit.

(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 not
more than five percent (5%) above the maximum assessment for
the previous year without a vote of the membership.

(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 above five percent
(5%) by a vote of two-thirds of each class of members who
are voting in person or by proxy, at a meeting duly called
for this purpose.

(c) The Board of Directors may fix the annual
assessments at an amount not in excess of the maximum.

Section No. 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 a
capital improvement upon the Common Area, including fixtures
and personal property related thereto, provided that any
such assessment shall have the assent of two-thirds of the
votes of each class of members who are voting in person or
by proxy at a meeting duly called for this purpose.

Section No. 5. Notice and Quorum for any Action
Authorized Under Sections 3 and 4 of this Article. Written
notice of any meeting called for the purpose of taking any
action authorized under Sections 3 and 4 shall be sent to
all members not less than thirty (30) days nor more than
sixty (60) days in advance of the meeting. At the first
meeting called, the presence of members or of proxies
entitled to cast sixty percent (60%) of all of 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, and the
required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section No. 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all units and may be collected on a monthly basis.

Section No. 7. Date of Commencement of Annual Assessment Due Dates. The annual assessments provided for herein shall commence as to all units when fifty-one percent (51%) of the units are owned by persons other than the Declarant. The first annual assessment shall be adjusted according to the numbers of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. 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 specific unit have been paid. A properly executed certificate on a unit is binding upon the Association as of the date of its issuance.

Section No. 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. The Board of Directors of the Association shall have the power to bid in the unit at the foreclosure sale and to hold, lease, mortgage and convey the unit. Any action at law brought to recover a money judgment for nonpayment of assessments shall be maintained without foreclosing or waiving the lien securing payment of the assessments. No Owner may waive or secure payment of the assessments. No Owner may waive or relieve such unit from liability for the assessments provided for herein by non-use of the Common Area or abandonment of his unit.

Section No. 9. Subordination of the Lien to Mortgages. 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 on such assessments as to payments which become 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.

Section No. 10. Reserves and Working Capital.

(a) The Association shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and those restricted common areas which the Association may be obligated to maintain. The fund shall be maintained out of annual assessments for common expenses.
(b) A working capital fund shall be established for the initial months of the Association's operation equal to at least a two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold unit shall be paid to the Association within 60 days after the date of the conveyance of the first unit. The purpose of the fund is to ensure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board. Amounts paid into the fund are not to be considered as advance payment of annual assessments.

ARTICLE V. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors 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 topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that 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 submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed 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 negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. 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.

Section No. 3. Destruction by Fire or Other Casualty. 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 thereof 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 rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. 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.
Section No. 5. Right to Contribution Runs With Land.
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 successors in title.

Section No. 6. Arbitration. In the event of any
dispute arising concerning a party wall, or under the provisions
of this Article, each party shall choose one arbitrator, and
such arbitrators shall choose one additional arbitrator, and
the decision shall be by a majority of all the arbitrators.

ARTICLE VII. INSURANCE

Section No. 1. Property Insurance. The Association
shall obtain, maintain and pay the premiums upon an acceptable
master type policy of property insurance covering all the
Common Area and any restricted Common Area and any fixtures
and building service equipment that are part of any Common
Areas and personal property supplies equal in value to 100%
of replacement cost exclusive of land, and payable to the
Association for the use and benefit of the individual owners.
The policy shall contain a waiver of the right of subrogation
against individual unit owners and a provision that any act
or neglect of an individual unit owner will not prejudice
coverage under the policy and and a provision the policy is
primary in the event the unit owner has other insurance
covering the same loss. The policy shall also contain an
Agreed Amount Endorsement and an Inflation Guard Endorsement
if these are available and shall afford as a minimum the
following protection:

(a) loss or damage by fire and other perils

(b) all other perils which are customarily covered

with respect to projects similar in construction, location
and use, including all perils normally covered by the standard
“all risk endorsement”, if available.

Section No. 2. Liability Insurance. The Association
shall obtain, maintain and pay the premiums upon an acceptable
comprehensive general type policy of liability insurance
covering all the Common Areas, any restricted common areas,
and public ways with coverage of at least One Million Dollars
($1,000,000) for bodily injury or death and property damage
arising out of a single occurrence.

Section No. 3. Fidelity Bond. The Association shall
obtain and maintain a fidelity bond covering all officers
and directors of the Association on who are responsible for the
funds of or administration of the Association in an amount
at least equal to the estimated maximum of funds, including
any reserve funds in the custody of the Association but not
less than three (3) months' assessments on all units and any
reserve fund. The fidelity bond shall meet the following
requirements:

(a) Fidelity bonds shall name the Association as
an obligee;

(b) The bonds shall contain waivers by the issuers
of the bonds of all defenses based upon the exclusion of
persons serving without compensation from the definition of
"employees," or similar term or expressions;

(c) The premiums on all bonds required herein for
the Association shall be paid by the Association as a
common expense.
Section No. 4. Notice. Each of the above policies or bonds shall contain a provision that they cannot be cancelled or substantially modified by any party without at least ten (10) days prior written notice to the Association and to each Eligible Holder, Insurer or Guarantor which is listed on a schedule of Eligible Holders, Insurers and Guarantors in the insurance policy.

ARTICLE VIII. ANNEXATION OF ADDITIONAL PROPERTY

Section No. 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until fifteen (15) years from the date this Declaration is recorded to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto.

Section No. 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" members other than Declarant of the Association present or represented by proxy at a duly called for such purpose, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the property shown on Exhibit B, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such amendment shall be effective upon filing. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the Bylaws of the Association for regular or special meetings, as the case may be.

ARTICLE IX. GENERAL PROVISIONS

Section No. 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association shall not in any event be deemed a waiver of the right to do so thereafter.
Section No. 2. Severability. 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.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a period of twenty (20) 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 20-year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the unit owners and consented to by at least fifty-one percent (51%) of the Eligible Holders holding mortgages on the units. Any amendment must be recorded.

Section No. 4. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith.

The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association, except to the extent that such officers or directors may also be members of the Association; and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

Section No. 5. Approval of Eligible Holders, Insurers or Guarantors. As long as there is a Class B membership, the following actions will require the prior approval of the Eligible Holders, Insurers or Guarantors if: 1) annexation of additional property, 2) dedication of Common Area, and 3) amendment of this Declaration of Covenants, Conditions and Restrictions. If requested by an Eligible Holder, Insurer or Guarantor, the Eligible Holder, Insurer or Guarantor will be furnished title evidence which will show any lien or encumbrance which affects the property to be annexed before any additional property may be annexed.

Section No. 6. Notices of Action. An Eligible Holder, Insurer or Guarantor, upon written request to the Association (such request to state the name and address of such Eligible Holder, Insurer or Guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of this declaration affecting a change in the boundaries of any unit or the exclusive easement rights of the unit or the interests in
the general restricted common areas of the unit or the liability for any assessments for the unit or the number of votes in the Association for any unit or the purposes to which any unit or the Common Areas are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the units or which affects any unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder, Insurer or Guarantor;

(c) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such Eligible Holder, Insurer or Guarantor, where such delinquency has continued for a period of 60 days;

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section No. 7. Insurance Trustees and Power of Attorney.
Each owner appoints the Association or its authorized representative as attorney-in-fact for purchasing and maintaining the property and liability insurance and to submit all claims and execute all necessary documents. The Association may enter into an Insurance Trust Agreement with an Insurance Trustee to negotiate losses under any property or liability insurance policies and to perform other necessary functions regarding the insurance policies. Each owner also appoints the Association attorney-in-fact to represent the owners in any condemnation proceeding or in negotiations with any condemning authority for acquisition of any of the Common Areas.

Section No. 8. Availability of Documents and Financial Statements. The Association shall make available for inspection to every owner and Eligible Holder, Insurer or Guarantor of any first mortgage on any unit the current copies of the declaration, bylaws, rules and regulations, books, records and financial statements of the Association during normal business hours.

Section No. 9. Binding Nature. All agreements and determinations lawfully made by the Association in accordance with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this__ day of __, 1983.

DECLARANT:
MOUNTAIN STATES BUILDERS INC.

Attest:

By
President

319181
STATE OF WYOMING     
COUNTY OF NATOMA

BEFORE ME, the undersigned authority, on this day personally appeared TYSON J. COLLINS, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Mountain States Builders, Inc., a Wyoming corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of April, 1983.

[Signature]
Notary Public

My commission expires: April 16, 1985

LINDA ANDREWS - Notary Public
County of Natoma
State of Wyoming
By Commission Expires Apr. 16, 1985
PLOT PLAN OF TOWNHOUSE LOCATIONS

LOTS 23 - 28 OF BLOCK 1 - COTTONWOOD ADDITION
MOUNTAIN STATES BUILDERS INC. - CASPER, WYOMING

Scale 1" = 10'

Prepared by:
PATHFINDER ENGINEERING & LAND SURVEYING, INC.
AMENDMENT
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by MOUNTAIN STATES BUILDERS, INC., hereinafter referred to as "Declarant".

WITNESS:

WHEREAS, Declarant is the owner of certain property in the city of Casper, County of Natrona, State of Wyoming, which is more particularly described as:

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19
20, 21, 22, 23, 24, 25, 26, 27 and 28, Block 1, Cottonwood Addition

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each other.

ARTICLE I. DEFINITIONS

Section No. 1. Association. "Association" shall mean and refer to COLONY TOWNEHOUSES HOMEOWNERS ASSOCIATION, its successors and assigns.

Section No. 2. Common Expenses. "Common Expenses" shall mean and refer to the actual and estimated expenses of operation the Association including reserves as may be found to be necessary by the Board of Directors of the Association pursuant to this Declaration, the bylaws and articles of incorporation.

Section No. 3. Declarant. "Declarant" shall mean and refer to MOUNTAIN STATES BUILDERS, INC., its successors and assigns if such successors and assigns should acquire more than one undeveloped unit from the Declarant for the purpose of development.

Section No. 4. Eligible Holder. "Eligible Holder" shall mean a holder of a first mortgage on a unit who has requested notice from the Association.

Section No. 5. Eligible Insurer or Guarantor. "Eligible Insurer or Guarantor" shall mean an insurer or governmental guarantor of a first mortgage who has requested notice from the Association.

Section No. 6. Member. "Member" shall mean and refer to a person or entity entitled to membership in the Association.

Section No. 7. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of an ownership interest in any unit which is a part of the properties,
including contract sellers, but excluding those having such
interest merely as security for the performance of an obligation.

Section No. 8. Properties. "Properties" shall mean and refer to the real property described in this declaration and any
additions as may be brought into the jurisdiction of the Association
and which are divided into the following fee simple estates:

(a) The twenty (20) separately designated and legally
described fee simple estates consisting of the space and area of
designated Unit needed to each Owner.

(b) The Declarant has not conveyed any part of any
platted street and reserves the power to grant easements for all
utilities and drainage across, over and under all the properties
described in this declaration and any additions brought into the
jurisdiction of the Association for ingress, egress, replacing,
repairing and maintaining all utilities and drainage for itself,
its agents, employees and assigns. No structures including
walls, fences, paving or painting shall be erected upon any part
of the properties which will interfere with the right of ingress
and egress.

Section No. 9. Unit. "Unit" shall mean and refer to any
unit shown upon Exhibit "A" (being a schematic drawing of the
units, together with legal descriptions) of the Properties.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS

Section No. 1. Every owner of a unit shall be a member of
the Association. Membership shall be appurtenant to and may not
be separated from ownership of any unit.

Section No. 2. The Association shall have two classes of
evoting memberships:

Class A. Class A members shall be all Owners, with the
exception of the Declarant, and shall be entitled to one vote for
each unit owned. When more than one person holds an interest in
any unit, all such persons shall be members. The vote for such
unit shall be exercised as they determine, but in no event shall
more than one vote be cast with respect to any unit. The Owners
shall advise the secretary of the Association who is to exercise
the vote of the unit. In the absence of such advice, the unit's vote
shall be suspended in the event more than one person exercises
the unit's vote.

Any owner of a unit which is leased may in the lease
assign the voting rights to the lessee provided a copy of the
lease is furnished to the secretary of the Association prior to
the lessee exercising the unit's vote.

Class B. Class B member(s) shall be the Declarant and
shall be entitled to three votes for each unit owned. The Class
B membership shall cease and be converted to Class A membership
on the happening of either of the following events, whichever
occurs earlier:

(1) when the total votes outstanding in the Class A
membership equal the total votes outstanding in the Class B membership or

(2) on February 11, 1946.
Section No. 3. Administration of the Association. The owners agree that the administration of the Association shall be in accordance with the provisions of this declaration and the bylaws of the Association.

ARTICLE III. ARCHITECTURAL CONTROL

No building, fence, wall, structure or landscaping shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, exterior materials and colors 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 topography by the board of directors of the Association, or by an architectural committee composed of three or more representatives appointed by the board. In the event that 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 submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IV. PARTY WALLS

Section No. 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed 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 negligence or willful acts or omissions shall apply thereto.

Section No. 2. Sharing of Repair and Maintenance. 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.

Section No. 3. Destruction by Fire or Other Casualty. 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 theretofore make use of the wall, they shall contribute to the cost of restoration thereof 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 rule of law regarding liability for negligent or willful acts or omissions.

Section No. 4. Weatherproofing. 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.

Section No. 5. Right to Contribution Runs With Land. 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 successors in title.

Section No. 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.
ARTICLE V. ANNEXATION OF ADDITIONAL PROPERTY

Section No. 1. Annexation Without Approval of Class "A" Membership. Declarant shall have the unilateral right, privilege, and option, from time to time at any time until fifteen (15) years from the date this Declaration is recorded to subject to the provisions of this Declaration or the jurisdiction of the Association any portion of the real property described in Exhibit "B" attached hereto and by reference made a part thereof, whether in fee simple or leasehold, by filing an amendment annexing such property. Such amendment to this Declaration shall not require the vote of members. Any such amendment shall be effective upon the filing for record of such amendment, unless otherwise provided therein.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "A" attached hereto.

Section No. 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" Members other than Declarant of the Association present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property other than that shown on Exhibit "B", and following the expiration of the right in Section 1, the property shown on Exhibit B, to the provisions of this Declaration and the jurisdiction of the Association by filing for record a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing. The time within which and the manner in which notice of any such meeting of the Class "A" members of the Association, called for the purpose of determining whether additional property shall be annexed, and the quorum required for the transaction of business at any such meeting shall be as specified in the Bylaws of the Association for regular or special meetings, as the case may be.

ARTICLE VI. GENERAL PROVISIONS

Section No. 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the 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.

Section No. 2. Severability. 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.

Section No. 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) 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 20-year period by an instrument signed by not less than ninety percent (90%) of the unit owners, and consented
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 U.S.C. 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82901 • (307) 237-8486

Section 5. Approval of Eligible Policies. The following actions will require the prior approval of the Eligible Policies Committee:

1. Approval of any policy or any amendment to a policy that affects the terms or conditions of the rights of the insured under the policy.

2. Approval of any policy that provides for the payment of additional amounts in excess of the limits set forth in the policy.

3. Approval of any policy that provides for the payment of additional amounts in excess of the limits set forth in the policy.

Any proposed amendment to any policy or any change in any policy that affects the terms or conditions of the rights of the insured under the policy shall be submitted to the Association for approval.

Section 6. Notice of Action. Any notice of action taken by the Association shall be mailed to the insured at the address shown on the policy in the Association's records.
with this declaration or the bylaws shall be binding on all owners of units, their successors, lessees and assigns.

Dated this 26th day of April, 1983.

DECLARANT:

MOUNTAIN STATES BUILDERS, INC.

By ____________________________
President

Secretary

STATE OF WYOMING )
     SS

County of Natrona )

On this 26th day of April, 1983, before me personally appeared Tyson J. Collins, to me personally known, who, being by me duly sworn, did say that he is the President of Mountain States Builders, Inc., and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and seal the date first above written.

My Commission Expires: ____________________________
Notary Public

April 16, 1983

LINDA ANDREWS - Notary Public
County of Converse State of Wyoming
My Commission Expires Apr. 16, 1983
DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CIMARRON HOMEOWNERS’ ASSOCIATION, INCORPORATED

L. SCOTT SPENCER, an individual, (called the “Declarant” in this Declaration), is the sole owner of property described as follows:

Lots 24 - 32, Block 3 of the Cottonwood Addition to the City of Casper, according to the plat thereof recorded in Natrona County, Wyoming. This land hereinafter referred to as the “Subdivision” and individual lots so designated above are called “Lots”.

Declarant desires to place protective covenants, conditions, restrictions, reservations, liens and charges upon the Subdivision to protect the Subdivision’s quality residential living environment and also to protect its desirability, attractiveness and value. Consequently, the Subdivision is hereby subjected to the following easements, covenants, restrictions and conditions (collectively referred to as “Covenants”), all of which shall run with the Subdivision and shall be binding upon all parties having or acquiring any rights, title or interest in it or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

COVENANTS TO PRESERVE THE RESIDENTIAL CHARACTER OF THE SUBDIVISION

Section 101. Property Uses. All Lots and building sites in the Subdivision shall be used exclusively for private residential purposes. No dwelling erected or maintained within the Subdivision shall be used or occupied for any purpose other than for a single family dwelling. No business, profession or other activity conducted for gain shall be carried on or within any Lot or building site.

Section 102. Structures. No structure shall be erected within the Subdivision except single family dwellings and those accessory buildings and accessory structures which have been approved by the Approving Authority. No structure other than a dwelling, no accessory building, no trailer, tent or other similar or dissimilar temporary quarters may be used for living purposes. No other structure may be placed on any building site before completion of the dwelling upon such building site except with the permission of the Approving Authority.

Section 103. Construction Type. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot or building site except as expressly hereinafter provided for temporary buildings.

Section 104. Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 105. Substantial Completion. A structure shall not be occupied in the course of original construction until substantially completed. All work of construction shall be prosecuted diligently and continuously from the time of commencement until fully completed.

Section 106. Construction Completion. The exterior of all buildings or other structures must be completed within one (1) year
Section 107. Construction or Sales Offices. Temporary buildings for construction or administration purposes or for sales offices may be erected or maintained only by Declarant or with the permission of the Approving Authority. Model homes may be used and exhibited only by Declarant or with the permission of the Approving Authority. Temporary buildings permitted for construction or administration purposes or for sales offices shall be promptly removed when they cease to be used for these purposes, or at such time as required in writing by the Approving Authority.

Section 108. Drilling Structures. No derrick or other structure designed for use in or used for boring or drilling for water, oil or natural gas shall be permitted upon or above the surface of any Lot, nor shall any water, oil, natural gas, petroleum, asphaltum or other hydrocarbon substances be produced from any well located upon, in or under any Lot.

Section 109. Basements. There are hereby reserved to Declarant, its successors and assigns perpetual, alienable, divisible and reassignable easements and the right from time to time to grant such easements to others over, under, in and across each of the Lots within the Subdivision for all purposes across or through said Lots for any and all purposes consistent with the use of the Subdivision.

Section 110. Underground Utilities. All utilities except lighting standards and customary service devices for access, control or use of utilities shall be installed underground.

ARTICLE II

DENSITY, SETBACK AND QUALITY STANDARDS

Section 211. Resubdivision. No more than one (1) dwelling shall be erected or maintained within any Lot or the combination of two or more Lots or portions thereof as approved by the Approving Authority.

Section 212. Setback Areas. Except with the approval of the Approving Authority, all buildings, porches, eaves, overhangs, projections or other part of addition to any structure whether existing or not shall be located in such a manner that it will conform to the building and setback codes of the City of Casper. Any exception to such setback provisions must be approved pursuant to the codes of the City of Casper and must also be approved by the Approving Authority.

Section 213. Dwelling Area Requirements. No dwelling shall be erected which, exclusive of basements below grade level, porches, patios, covered but unenclosed areas, garages and any attached accessory building, has a gross livable floor area of less than 700 square feet if a single-story dwelling. Multi-level dwellings shall be approved as to gross livable floor area by the Approving Authority before construction commences.
Section 204. Height Restrictions. No dwelling or other structure shall be more than two stories in height except with the prior permission of the Approving Authority. Height shall be measured from the highest finish grade contour at any point adjoining the foundation perimeter of the structure to the highest point on the structure exclusive of standard chimneys. Finished grade contour shall mean the ground contour established by Declarant during development of the Lots and existing immediately prior to commencement of construction of any dwelling or other structure, or such other finished grade as may be approved by the Approving Authority.

Section 205. Roofs. All roof areas shall be of wood shakes, wood shingles or composition shingles which shall have been approved by the Approving Authority as to type, quality and color. All roof colors must be approved by the Approving Authority.

Section 206. Accessory Buildings. Any accessory building or structure shall harmonize in appearance with the dwelling situated on the same Lot. The Approving Authority may order the removal of any accessory building not meeting this criteria.

Section 207. Antennas. No aerials or antennas for reception or transmission of radio or television or other electronic signals shall be maintained on the roof of any building nor shall they be maintained at any other exterior location so as to be visible from neighboring property or adjacent streets.

Section 208. Solar Systems and Facilities. No solar system and/or facilities either active or passive shall be allowed without the prior approval of the Approving Authority. Adequate data on said systems as to location and style shall be submitted before approval or denial. The Approving Authority may order the removal of any such installation not having the written approval of said installation by the Approving Authority.

Section 209. Owner Maintenance. Each Owner shall maintain the exterior of the dwelling, any accessory building, fences and all other structures, back lawns and landscaping, walks and driveways, not included in the Maintenance Area (which area shall be maintained by the Cimarron Homeowners Association, Incorporated), in good condition and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be repainted periodically and before the surfacing becomes weatherbeaten or worn off.

Section 210. Rebuilding or Restoration. Any dwelling or building which may be destroyed in whole or in part by fire, windstorm or from any other cause or act of God must be rebuilt or all debris must be removed and the Lot restored to a sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months from the time the damage occurred.

Section 211. Fences. Only those fences approved by the Approving Authority, or such other comparable fence as may be approved by the Approving Authority, shall be constructed, and shall be no more than six (6) feet high. No material may be used for fences unless previously approved by the Approving Authority. Both sides of the supporting framework of the fence shall be covered or if only one side is covered it shall be the side facing outward from the Lot on which constructed. Except with approval of the Approving Authority, no fence or hedge more than two (2) feet high shall be installed closer to any adjoining street than the dwelling or any other building located on the Lot, unless any governmental requirement applies to this situation, then said governmental requirement shall apply.
ARTICLE III
LIVING ENVIRONMENT STANDARDS

Section 301. Building and Grounds Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his Lot which tends to substantially decrease the beauty of the neighborhood as a whole or in the specific area. No building material shall be stored on any Lot, except temporarily during continuous construction of a building, unless enclosed out of view in a service yard or within a building.

Section 302. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 303. Maintenance Equipment. All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

Section 304. Clotheslines. All outdoor clothes polas, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed or screened by fence or shrubbery so as not to be visible from neighboring property or adjacent streets.

Section 305. Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or street, except during refuse collections.

Section 306. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on on any Lot or in any living unit. No annoying lights, sounds or odors shall be permitted to emanate from any living units.

Section 307. Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any structure or within any building site.

Section 308. Landscaping. Prior to occupancy of a dwelling or within any extension of time granted by the Approving Authority, not to exceed six (6) months after completion of a dwelling, all yards and open spaces, not in the Maintenance Area, shall be landscaped and thereafter maintained in lawns or other materials. For purposes of this paragraph, the Maintenance Area is defined as the area of the Lot between the paved surface of any street or behind any sidewalk adjacent to the Lot and the line on the Lot which is approved in these Covenants for the installation of fences. Prior to occupancy of a dwelling or within any extension of time granted by the Approving Authority, not to exceed six (6) months after completion of a dwelling, fences, as approved by the Approving Authority, shall be constructed from each side of the dwelling to the side yard lot line. At such time as a Lot owner is advised by the Declarant or the Approving Authority to replace and landscape item that is not living or looks unsightly, such as but not limited to: trees, grass, plants, bushes and vegetation, then said Lot owner shall have thirty (30) days to replace said landscape item(s) or the Declarant and/or approving Authority may do so and file a lien for cost and collection of said landscape replacement. All lawns shall be kept watered and sightly at all times.
Section 309. Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which in the reasonable opinion of the Approving Authority, are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which, in the reasonable opinion of the Approving Authority, causes undue danger of fire.

Section 310. Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. The Association has the right (but not the duty) to enter any Lot and perform this work after Due Notice to the Owner, in which case the reasonable costs incurred by the Association in performing such work will be an additional assessment against the Lot involved.

Section 311. Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Approving Authority. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture for the principal and adjoining landowners.

Section 312. Transmitters. No electronic or radio transmitter of any kind other than garage door openers shall be operated in or on any structure or within any building site.

Section 313. Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of two domesticated dogs or cats shall be maintained in or on any Lot within the Subdivision and then only if kept as pets. No animal of any kind shall be permitted which in the opinion of the Approving Authority makes an unreasonable amount of noise or odor or is a nuisance. No animal shall be kept, bred or maintained within the Subdivision for any commercial purposes.

Section 314. Trailers, Campers, etc. No boat, trailer, camper (or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, recreational vehicle, motorcycle, towed trailer, unit or truck, excepting only pickups for the private use of the residents of a dwelling, shall be parked overnight on any street or within any Lot or building site except in a completely enclosed structure, or fully screened in a manner approved by the Approving Authority so as not to be visible at ground level from any neighboring property or street.

Section 315. Junk Cars. No stripped down, partially wrecked or junk motor vehicle or part thereof, shall be permitted to be parked on any street or on any Lot in such manner as to be visible at ground level from any neighboring property or street.

Section 316. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 317. Signs. The only signs permitted on any Lot or structure shall be:
(a) One sign of customary size for offering of the
signed property for sale or for rent;

(b) One sign of customary size for identification of the
occupant and address of any dwelling;

(c) Multiple signs for sale, administration and
directional purposes installed by, or with the permission of, Declarant
during development;

(d) Signs as may be necessary to advise of rules and
regulations or to caution or warn of danger; and

(e) Such signs as may be required by law.

Except for permitted signs, there shall not be used or
displayed on any Lot or structure any signs or any banners, streamers,
flags, lights or other devices calculated to attract attention in aid of
sale or rental. All permitted signs must be professionally painted,
lettered and constructed.

ARTICLE IV
ARCHITECTURAL CONTROL

Section 401. Building Approval. No structure shall be
commenced, erected, placed, moved onto a Lot, permitted to remain on
any Lot or altered in any way so as to materially change the Lot's
previously existing exterior appearance, except in accordance with
plans, specifications and other information submitted to the Approving
Authority and approved by the Approving Authority no more than
one (1) year before the completion, alteration or installation.

Matters which require the approval of the Approving Authority include
but are not limited to: the exterior appearance and materials, exterior
color, roof color, height and location of each structure, coverings,
drive, walk and fence, grading of site and landscape plan. In granting
or withholding approval, the Approving Authority shall consider among
other things: the adequacy of the materials for their intended use, the
harmonization of the external appearance with the surroundings, the
development of the structure or covering to the environment and to
surrounding uses, the degree, if any, to which the proposed structure
or covering will cause intrusions of sound, light or other effect on
neighboring sites beyond those reasonably to be expected in a quality
urban residential area from considerate neighbors. It is specifically
understood that the Cimarron is a planned development as to
dwelling colors, landscaping, exterior elevations, fences, driveways,
walks, building materials and their intended uses and all items having to
do with the appearance of The Cimarron. Any change or alteration in
the above-mentioned items must have prior approval of the Approving
Authority.

Section 402. Plans Submissions. All plans, samples and other
materials are to be submitted to the Approving Authority. The minimum
scale of these plans shall be one-twentieth inch equals one (1) foot.
The plot plan in this minimum scale shall show the location of all
buildings, drives, walks, fences and any other structures. Proposed
new contours throughout the Lot and abutting street elevations on all
sides shall be shown. Structure plans shall show all exterior
elevations, and shall indicate and locate on each elevation the materials
to be used and designate each exterior color to be used by means of
actual color samples.

Section 403. Approval Process. All action required or
permitted to be taken by the Approving Authority shall be in writing
and any such written statement shall establish the action of the
Approving Authority and shall protect any person relying on the statement. If the Approving Authority does not execute and acknowledge such a statement within thirty (30) days after delivery of all the required materials to the Approving Authority, the materials so delivered shall be deemed approved for the purpose of these Covenants. The Approving Authority may charge reasonable fees to cover expenses incurred in review of plans, samples and materials submitted pursuant to this Declaration, exclusive of reimbursement to the members of the Approving Authority for their services. The Approving Authority shall be entitled to retain one (1) copy of all approved plans as part of its files and records.

Section 404. Variances. The Approving Authority shall have the authority to grant for a Lot or building site a variance from the terms of one or more of Sections 106, 110, 202, and 203 subject to terms and conditions which may be fixed by the Approving Authority and will not be contrary to the interests of the Owners and residents of the Subdivision where, owing to exceptional and extraordinary circumstances, literal enforcement of all of those sections will result in unnecessary hardship. Following an application for a variance:

(a) The Approving Authority shall, within thirty (30) days after the request for the variance was delivered, determine whether to grant or deny the variance. If the Approving Authority fails to act on the request for a variance within this thirty (30) days, the variance will be deemed granted.

(b) A variance granted hereunder shall run with the Lot or building site for which granted.

(c) A variance shall not be granted unless the Approving Authority shall find that all of the following conditions exist:

(I) the variance will not authorize the operation of a use other than private, single family residential use;

(II) owing to the exceptional and extraordinary circumstances, literal enforcement of the Section above enumerated will result in unnecessary hardship;

(III) the variance will not substantially or permanently injure the use of other property in the Subdivision;

(iv) the variance will not alter the essential character of the Subdivision;

(v) the variance will not weaken the general purposes of these Covenants;

(vi) the variance will be in harmony with the spirit and purpose of these Covenants;

(vii) the circumstances leading the applicant to seek a variance are unique to the Lot or building site or its Owner and are not applicable generally to Lots in the Subdivision or their Owners.

(d) If the Approving Authority denies the request for a variance, the applicant may request a meeting of the Owners be held to reconsider the denial. In this case, the Approving Authority shall call a meeting of Owners of Lots in the Subdivision, to be held at the Approving Authority’s principal office, notice of which meeting shall be given to the Owners at least ten (10) days in advance, at which meeting all Owners shall have an opportunity to appear and express their views.
Whether or not anyone appears at the meeting in support of or in opposition to the application for variance, the Approving Authority shall, within one (1) week after the meeting, grant the variance or confirm its denial of the variance. The decision to grant or deny the variance shall always rest with the Approving Authority.

(a) If a variance is denied, another application for a variance for the same Lot or building site may not be made for a period of one (1) year after submittal of the original request.

ARTICLE V
APPROVING AUTHORITY

Section 501. Composition of the Approving Authority. The Approving Authority shall consist of three (3) individuals. The Declarant reserves the right, until all units in the Subdivision have been sold, to appoint all members of the Approving Authority. Thereafter, the Board of Directors of the Association may change the membership of the Approving Authority, so long as the members of the Approving Authority so appointed are all Owners of Lots within the Subdivision. Whenever a member be deceased or unwilling or unqualified to act, the Board of Directors shall appoint Owners of Lots within the Subdivision as members of the Approving Authority so as to fill the existing vacancies except until all units in the Subdivision have been sold, any such vacancy may be filled by Declarant. Any residents appointed to the Approving Authority by Declarant or by the Board of Directors may be removed and replaced by the record Owners of a majority of Lots in the Subdivision. Any appointment, removal or replacement of residents as members of the Approving Authority shall be by written instrument signed and acknowledged by Declarant or other person or persons above authorized to make appointment, removal or replacement and filed for record with the Clerk and Recorder of the County of Natrona, State of Wyoming.

Section 502. Delivery of Items. Any item required or permitted to be delivered to the Approving Authority shall be deemed properly delivered when actually received by the Approving Authority at the registered office of the Association.

Section 503. Liability. Members of the Approving Authority shall not be liable to any party whatsoever for any act or omission unless the act or omission is in bad faith and amounts to fraud.

ARTICLE VI
THE ASSOCIATION AND MAINTENANCE AREAS

Section 601. Nominal Amenity PUD. It is contemplated that the Subdivision will have only minimal common areas which will be landscaped and/or paved to benefit the overall appearance and attractiveness of the Subdivision. Thus, it is contemplated that the Subdivision and the Association will function as a "De Minimis" or "Nominal Amenity" PUD, as those terms are defined by the Veterans Administration and Federal National Mortgage Association.

Section 602. The Association.

(a) Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If additional Lots are added to the Association, membership shall automatically be expanded thereby.
(b) **Classes of Members.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, provided, however, if additional Lots are added to the Association, Declarant's Class B membership shall revive upon each such addition and continue until the total votes outstanding in the Class A membership for the entire project, including the annexed Properties, equal the total votes outstanding in the Class B membership for the entire project, including the added Lots; or

(ii) on July 1, 1987.

(c) **Nonliability of Association and Others.** Declarant and the Association and its officers, directors and Members, including without limitation, Members of the Approving Authority and agents of each of them, shall not be liable in damages or otherwise to any person whatsoever for any act or omission incident to their office, unless the act or omission is in bad faith or amounts to fraud.

Section 603. Covenant for Maintenance Assessments.

(a) **Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Lot owned within the Subdivision hereby covenants, and each Owner of any Lot 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 annual assessments or charges; such assessments to be established and collected as hereinbefore provided. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The Board of Directors or the managing agent of the Association may prepare a written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Lot and a description of the Lot. Such a notice shall be signed by one (1) of the Board of Directors or by the managing agent and may be recorded in the office of the Clerk and Recorder of the County of Natrona, Wyoming. The lien for each unpaid assessment attaches to the Lot at the beginning of each assessment period and shall continue to be a lien against the Lot until paid. The costs and expenses for filing any notice of lien shall be added to the assessment for which it is filed and collected as part and parcel thereof. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment first becomes due. Assignee of such Owner shall not be personally liable for such
assessment by virtue of their acquisition of title, but except in the case of a First Mortgagee or a purchaser at a foreclosure sale, the lien for unpaid assessments shall continue to encumber the Lot until paid.

(b) Purpose of Assessments. The assessment levied by the Association shall be used exclusively to maintain and replace or repair, as necessary, the Maintenance Area and pay for all expenses or charges reasonably determined by the Association's Board of Directors to be necessary or desirable in carrying out these purposes. The Association may also levy assessments for any other purposes provided at least two-thirds of each class of Members consents to such additional assessments.

(c) Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Twenty-Five Dollars ($25.00) per Lot.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment may be increased effective January 1 of the next succeeding year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(d) Special and Emergency Assessments. In addition to the monthly assessments authorized above, the Association may, in any assessment year, levy additional special assessments applicable to that year only for the purpose of defraying, in whole or in part, any additional or unanticipated expenditures provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(e) Notice and Quorum for any Action Authorized Under Sections 803(c) and 803(d). Written notice of any meeting called for the purpose of taking any action authorized under Sections 803(c) and (d) shall be sent to all Members not less than thirty (30) days nor more than sixty (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 requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(f) Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that: (i) Declarant shall not be required to pay assessments on Lots owned by it until the public street adjacent to such Lot has been completed and accepted by the City; and (ii) the Board of Directors may reasonably determine that, because of special or unequal costs or benefits incurred or caused by actions or
neglect of specific Owners, another basis is more equitable for certain special or emergency assessments. If, while Class B membership exists, assessed fees collected for the Association fail to adequately meet Association expenses, then Declarant shall contribute sufficient capital to cover such deficit, up to the amount which Declarant would have paid if all Lots owned by it were fully subject to assessment. Any amendment to this subsection (f) must have the prior written approval of the holders of all First Mortgages.

(g) Date of Commencement of Monthly Assessments;

Due Dates. The monthly assessments provided for herein shall commence as to all Lots subject to such assessments under subparagraph (f) above on the first day of the month following recording of the plat establishing the Lots pursuant to the subdivision ordinances of the City. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least thirty (30) days in advance of each year. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 Lot have been paid. A properly executed certificate of the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(h) Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(i) Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any purchase money loan evidenced by a recorded First Mortgage or recorded first deed of trust, and to any executory land sales contract wherein the Administration of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such assessments shall be superior to any homestead exemption as now or hereafter may be provided by Wyoming law and the acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against the said assessment lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, or the cancellation or foreclosure of any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not, 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 Lot from liability for any assessments thereafter becoming due or from the lien thereof.

(j) Working Capital. If required by regulations of the Veterans Administration, the Federal Housing Authority, Federal National Mortgage Association, or other similar entity as a condition to purchasing or insuring any First Mortgage, the Association may require the first Owner of any Lot who purchases that Lot from Declarant to pay to the Association an amount equal to two (2) times the amount of the estimated monthly assessment, which sum shall be held by the Association as and for working capital. Such sum shall not be refundable to such Owner, but if the Association decides that such sums are not required for working capital, shall be placed in the general
revenues. Furthermore, such sums shall not relieve an Owner from
making the regular payment of assessments as the same become due.

(k) Notice to Mortgagees of Default. Upon written
request, a First Mortgagee shall be entitled to written notification from
the Association of any default in the performance by the Owner of an
collection under this Declaration and/or the Bylaws of the Association,
which is not cured within sixty (60) days.

(l) Payment of Taxes and Insurance by Mortgagees.
First Mortgagees of Lots shall have the right, jointly or singularly, to
pay taxes or other charges or assessments which are in default and
which may become a lien against the Common Area and may pay overdue
premiums on hazard insurance policies or secure new hazard insurance
coverage on the lapse of a policy for the Common Area, and any First
Mortgagees making any such payment shall be owed immediate
reimbursement therefor from the Association.

(m) Exempt Property. The following Property subject to
this Declaration shall be exempt from the assessments created herein:
(1) all Property dedicated to and accepted by local public authority;
and (2) the Common Area (if any).

(n) Management Agreements.

(1) Because of the minimal functions contemplated for
the Association, it is not anticipated that the Association will
need to retain professional management services. However,
the Board of Directors of the Association shall have the right
to enter into such management agreements if they determine it
is in the best interest of the Association and Owners to do
so. Each Owner of a Lot shall be bound by the terms and
conditions of all such management agreements entered into by
the Association. A copy of all such agreements shall be
available to each Owner. Any and all management agreements
entered into by the Association shall provide that the
management agreement may be cancelled by an affirmative vote
of sixty percent (60%) of the votes of each class of the
Members of the Association. Any and all management
agreements shall be made with a responsible party or parties
having experience adequate for management of the duties of
the Association. Any management agreement providing for the
services of Declarant or the builder of the project may not
exceed three (3) years and must provide that it can be
terminated by the Association without cause and without
payment of a termination fee upon ninety (90) days' written
notice.

(ii) Each and every management agreement made between
the Association and a manager, or managing agent during the
period when Declarant or other developer controls the
Association, may be terminated no later than thirty (30) days
after the termination of control by Declarant or other
developer of the Association. In the event the contract is not
so terminated, it shall become binding upon the Association
for the duration of its term. The provisions of this
Section (ii) shall be contained, verbatim, in each and every of
such management agreement.

Section 804. Maintenance.

(a) Association Maintenance. The Association will
water, mow, maintain, remove snow and garbage, and keep clean the
Maintenance Area to keep it in the first-class condition so as to present
a neat, tidy and attractive appearance for the Subdivision.
(b) Willful or Negligent Damage. If the need for maintenance or repair described in Section (a) of this Article is caused through the willful or negligent acts or omissions of any Owner, his family, guests or invitees, the cost of such maintenance shall be added to and become part of the assessment to which the Lot of such Owner is subject. No Owner shall, in whole or in part, change any Maintenance Area adjacent to his Lot by the addition or removal of any items thereon without the prior written approval of the Approving Authority.

(c) Access at Reasonable Hour. For the purpose of performing the maintenance referred to Section (a) of this Article, the Board of Directors of the Association, through its duly authorized agents or employees, shall have the right, without notice to the Owner, to enter upon any Lot at reasonable hours on any day, and such entry shall not be deemed a trespass. In performing repairs or maintenance authorized under this Article, the Association will exercise due care, but shall not be liable for any loss, cost or damage caused by its action, except on account of its gross negligence or willful misconduct.

ARTICLE VII

GENERAL PROVISIONS FOR EFFECT OF THE COVENANTS

Section 701. Definitions. The following words and expressions used in these Covenants have the meanings indicated below unless the context clearly requires another meaning:

(a) Accessory Building. Detached garages, patios, swimming pools, covers, enclosures, dressing rooms or other similar structures, recreation facilities, separate guest houses without kitchens, separate servants' quarters without kitchens and other buildings customarily used in connection with the single-family residence.


(c) Building Site. A Lot as established by the recorded plat or the combination of two or more Lots or portions thereof as approved by Declarant.

(d) City. The City of Casper, Wyoming.

(e) Common Area. Any real property designated as such on a properly recorded plat or by the Declarant of any portion of the Subdivision. The Common Area will consist of the pedestrian pathways, the area within turning circles, certain other areas of land at entrances to the Subdivision, including entrance signs, or at ends of cul-de-sacs as shown on recorded plats. Indication of any Common Area shall be properly recorded plat shall automatically convey fee title to that Common Area to the Association. Upon written request of the Veterans Administration, Federal Housing Administration, or other similar entity, Declarant will also execute and record a warranty deed conveying such Common Areas to the Association free and clear of all liens and encumbrances. All Owners shall have a nonexclusive easement for use and enjoyment of the Common Area subject to the restrictions contained in these Covenants and such reasonable rules and regulations as the Association may adopt.

(f) These Covenants. This Declaration and the provisions contained in it.

(g) First Mortgage. A Mortgage upon a Lot having priority of record over all other recorded encumbrances and liens thereon, except those governmental liens made superior by statute.
(h) Lot. Each area designated as a Lot in any recorded plat of the Subdivision.

(i) Lot Lines. Front, side and rear Lot lines shall be the same as defined in the zoning regulations of the City of Casper, Wyoming, in effect from time to time. In the absence of such a definition, a front Lot line is each boundary line (whether one or more) between the Lot and any public street. A side Lot line is any boundary line which meets and forms an angle with a public street except that for a corner Lot with two front Lot lines, the side Lot line is the boundary which forms an angle with the street which affords the principal access to the Lot.

(j) Maintenance Area. All Common Area together with any other area designated as "Maintenance Area" on any recorded plat of all or any portions of the Subdivision or designated by the Declarant.

(k) Mortgage. Mortgage shall mean any mortgage, deed of trust or other document pledging a Lot or an interest therein as security for payment of a debt or an executory land sales contract wherein the Administrator of Veterans Affairs is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether such contract is recorded or not; or any other recorded document pledging a Lot as security for the payment of a debt or obligation.

(l) Owner. Person having fee simple legal title to a Lot. If more than one person has such title, all such persons are referred to collectively as "Owner" and shall exercise their rights as an Owner through such one of them as they may designate from time to time.

(m) Structure. Any thing or device other than trees and landscaping, the placement of which upon any building site might affect its architectural appearance, including, by way of illustration and not limitation, any dwelling, building, garage, porch, shed, greenhouse, driveway, walk, path, swimming pool, tennis court, fence, wall, tent, covering or outdoor lighting. Structure shall also mean an excavation or fill the volume of which exceeds five cubic yards or any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow or surface waters upon or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel upon or across any Lot.

(n) The Subdivision. Lots 24-32, Block 3, all in the Cottonwood Addition, an addition to the City of Casper, Natrona County, Wyoming, together with any additional land subject to these Covenants pursuant to paragraph 712 below.

(o) Enumerations Inclusive. A designation which describes parcel's or other things as from one number, letter or other designation to another includes both such numbers, letters or other designations and all in between.

(p) Gender and Number. Whenever the context permits, Owner or Owners shall be deemed to refer equally to persons of both sexes and to corporations, singular to include plural and plural to include singular.

(q) Due Notice. Due Notice means written notice delivered in accordance with the requirements of these Covenants at least ten (10) days prior to the action required by the notice.

Section 702. Captions. Captions, titles and headings in these Covenants are for convenience only and do not expand or limit the
meaning of the section and shall not be taken into account in construing the section.

Section 703. Approving Authority Resolves Questions of Construction. If any doubt or questions shall arise concerning the true intendment or meaning of any of these Covenants, the Approving Authority shall determine the proper construction of the provision in question and shall set forth in written instrument duly acknowledged by the Approving Authority and filed for record with the Clerk and Recorder of Natrona County, Wyoming, the meaning, effect and application of the provision. This definition will thereafter be binding on all parties so long as it is not arbitrary or capricious. Matters of interpretation involving Declarant shall not be subject to this Section 703.

Section 704. Covenants Run With the Land. These Covenants shall run with the land and shall inure to and be binding on each Lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any Lot in the Subdivision.

Section 705. Covenants are Cumulative. Each of these Covenants is cumulative and independent and is to be construed without reference to any other provisions dealing with the same subject matter or imposing similar or similar restrictions. A provision shall be fully enforceable although it may prohibit an act or omission sanctioned or permitted by another provision.

Section 706. Waivers. Except as these Covenants may be amended or terminated in the manner hereinafter set forth, they may not be waived, modified or terminated and a failure to enforce shall not constitute a waiver or impair the effectiveness or enforceability of these Covenants. Every person bound by these Covenants is deemed to recognize and agree that it is not the intent of these Covenants to require constant, harsh or literal enforcement of them as a requisite of their continuing vitality and that leniency or neglect in their enforcement shall not in any way invalidate these Covenants or any part of them, nor operate as an impediment to their subsequent enforcement and each such person agrees not to plead as a defense in any civil action to enforce these Covenants that these Covenants have been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce them.

Section 707. Enforcement. These Covenants are for the benefit of the Owners, jointly and severally, the Association, and the Approving Authority and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and other relief, and by any other appropriate legal remedy, instituted by one or more Owners, the Association or the Approving Authority, or any combination of these. If Declarant no longer owns any property within the Subdivision, it shall nevertheless until seven years after these Covenants were filed of record, retain the right to enforce these Covenants in any of the manners permitted above. All costs, including reasonable attorney’s fees, incurred by the Association or the Approving Authority in connection with any successful enforcement proceeding initiated by them (alone or in combination with Owners) or, during the period it is permitted to enforce these Covenants, incurred by Declarant, shall be paid by the party determined to have violated the Covenants. Any party exercising its right to enforce these Covenants shall not be required to post any bond as a condition to the granting of any restraining order, temporary or permanent injunction or other order. The rights and remedies for enforcement of these Covenants shall be cumulative, and the exercise of any one or more of such rights and remedies shall not preclude the exercise of any of the others.

Section 708. Duration of Restrictions. Unless sooner terminated as provided in Section 709, the restrictions and other
provisions set forth in these Covenants shall remain in force until the year 2011 and shall be automatically renewed for successive periods of ten (10) years unless before the year 2011 or before the end of any ten (10) year extension, there is filed for record with the Clerk and Recorder of Natrona County an instrument of a majority of the Lots in the Subdivision terminating these Covenants.

Section 709. Amendment and Extensions. From time to time any one section of these Covenants (except Section 109) may be amended or a new section may be added to these Covenants by an instrument signed and acknowledged by the holders of at least two-thirds of the votes of each class of Members of the Association and filed for record with the Clerk and Recorder of Natrona County, Wyoming.

Section 710. Termination. All sections of these Covenants (except Section 109) may be terminated at any time, and from time to time any two or more sections of these Covenants (except Section 109) may be amended or two or more new sections may be added to these Covenants by an instrument signed and acknowledged by the holders of at least three-fourths of the votes of each class of Members of the Association and filed for record with the Clerk and Recorder of Natrona County, Wyoming. Any such termination or amendment which has the effect of terminating the use or maintenance of the Maintenance Area which is specified hereunder shall require the prior approval of the Veterans Administration or the Federal Housing Administration.

Section 711. Partial Amendments. These Covenants may be amended for only a portion of the Subdivision by a written instrument executed by Declarant and 100% of the then Owners of such portion of the Subdivision if:

(a) the portion of the Subdivision affected by such amendment contains at least twenty (20) contiguous Lots; and

(b) no improvements have been erected on any such Lots; and

(c) Declarant reasonably determines that the amendments will not materially adversely affect the general living environment contemplated by these Covenants for the remaining Lots.

Section 712. Additional Areas. From time to time, until December 31, 1986, Declarant may include additional areas within the real estate subject to these Covenants so long as the Veterans Administration or Federal Housing Administration approves such addition. Such additions shall be affected by filing with the Clerk and Recorder of Natrona County, Wyoming, a description designating the additional area to be included. All areas so added shall be subject to all these Covenants, and any references to the Subdivision in these Covenants shall automatically include such additional areas upon recording the supplemental declaration. Declarant may also impose additional restrictions on areas so added.

Section 713. Master Homeowners' Association. A Master Homeowners' Association (the "Master Association") may be created for all or portions of the Cottonwood area in the future to encourage a harmonious overall living and working environment. If an Association is formed, Declarant shall, until December 31, 1986, have the right by recorded document to give to the Master Association the right to enforce these Covenants in the same manner as the Association and the Approving Authority, and to require that the Master Association approve in writing all amendments to the Covenants. However, Declarant may exercise this right only if:
(a) The United States Veterans Administration has approved the Association for purposes of making federally-insured loans on property subject to the Association's control; and

(b) the Master Association has no power to modify or amend these Covenants, impose additional restrictions on the Subdivision, or assess Lots in the Subdivision in any manner for payment of fees or other monies (other than as such assessments may be required by these Covenants).

Owners of Lots platted and sold prior to formation of the Master Association may be offered the opportunity to join the Master Association, but will not be required to do so.

Section 714. Severability. If any of these Covenants shall be held invalid or become unenforceable, the other Covenants shall not be affected or impaired but shall remain in full force and effect.

Section 715. Action in Writing. Notices, approval, consents, applications and other action provided for or contemplated by these Covenants shall be in writing and shall be signed on behalf of the party who originates the notice, approval, consent, applications or other action.

Section 716. Notices. Any writing described in Section 715, including but not limited to any communication from the Approving Authority or the Association to an Owner, shall be sufficiently served if delivered by mail or otherwise: (a) to the dwelling situate on the Lot owned by that Owner; or (b) if there is no dwelling, then to the address furnished by the Owner to the Approving Authority and if the Owner has not furnished an address, then to the most recent address of which the Approving Authority has a record.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 6th day of December, 1983.

DECLARANT:

[Signature]

ACKNOWLEDGMENT

STATE OF WYOMING

COUNTY OF NATRONA

The foregoing Declaration of Conditions, Covenants, Restrictions and Easements for Cimarron Homeowners' Association, Incorporated, was acknowledged before me by L. Scott Spencer on this 6th day of December, 1983.

[Notary Public]

[Signature]

January 14, 1986
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PRESERVATION OF EASEMENTS FOR

THE VINEYARD CONDOMINIUMS
OWNERS ASSOCIATION

THIS DECLARATION is made on ____________, 1982, by
Vineyard Condominium Company ("Grantor").

PREAMBLE

A. Grantor is the owner of certain real property located
in the County of Natrona, Wyoming, described as follows:

Lot 1 through 8, Block 6 (first phase) and
Lot 9 through 14, Block 6 (second phase)
of The Cottonwoods Subdivision in Natrona
County, Wyoming

B. It is the desire and intention of Grantor to
subdivide the Property (as hereinafter defined) into residential
condominium units and to impose mutually beneficial restrictions
under a general plan of improvement for the benefit of all
the residential condominium units created.

C. Grantor hereby declares that all of the Property
is to be held, conveyed, hypothecated, encumbered, leased,
rented, used, occupied and improved subject to the following
limitations, restrictions, easements, conditions and covenants,
all of which are declared and agreed to be in furtherance of
a plan for the protection, subdivision, maintenance, improvement
and sale of the Property for the purpose of enhancing the
value, desirability and attractiveness of the Property. All
provisions of this Declaration, including without limitation
the easements, uses, obligations, covenants, conditions and
restrictions hereof, are hereby imposed as equitable servitudes
upon the Property. All of the limitations, restrictions,
easements, conditions and covenants herein shall run with
the land and shall be binding on and for the benefit of all
of the Property and all parties having or acquiring any
right, title or interest in the Property, or any part thereof,
and their successive owners and assigns.

D. Grantor, its successors, assigns and grantees,
covenant and agree that the undivided interest in the Common
Areas, the membership in the Association, any easements
conveyed therewith and the fee title to each respective Unit
conveyed therewith shall not be separated or separately
conveyed, and each such undivided interest, membership and
easement shall be deemed to be conveyed or encumbered with
its respective Unit even though the description in the
instrument of conveyance or encumbrance may refer only to
the Unit. Any conveyance by an Owner of a Condominium, or
any portion thereof, shall be presumed to convey the entire
Condominium, together with a membership in the Association.

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided, the following
words and phrases when used in this Declaration shall have the
following specified meanings.

Section 1.01. Architectural Committee. "Architectural
Committee" shall mean the Architectural Review Committee
created pursuant to these Declarations.

Section 1.02. Architectural Committee Rules. "Architectural
Committee Rules" shall mean the rules adopted by the Board
and Architectural Committee pursuant to Article IV, Section
4.03 hereof.
Section 1.01. Articles. "Articles" shall mean the Articles of Incorporation of the Association, filed or to be filed in the Office of the Secretary of State of the State of Wyoming.

Section 1.04. Assessment, Annual. "Annual Assessment" shall mean a charge against a particular Owner and his Condominium, representing a portion of the costs of maintaining, operating, repairing and managing the Property and all other Common Expenses, including operation costs for the Common Property, which are to be paid equally by each Owner to the Association for Common Expenses.

Section 1.05. Assessment, Capital Improvement. "Capital Improvement Assessment" shall mean a charge against each Owner and his Condominium, representing a portion of the cost to the Association for installation or construction of any capital improvements on any of the Common Property which the Association may from time to time authorize. Such charge shall be levied among all of the Condominiums in the Project in the same proportions as are Annual Assessments.

Section 1.06. Assessment, Reconstruction. "Reconstruction Assessment" shall mean a charge against a particular Owner and his Condominium, representing a portion of the cost to the Association for reconstruction of any capital improvements on any of the Common Property which the Association may from time to time authorize. Reconstruction Assessments shall be levied among all of the Condominiums in the Project in the same proportions as the relative interior square foot floor areas of the Units (as such areas are shown on the Condominium Plan), expressed as percentages, and computed by dividing the interior square foot floor area of each Unit by the total interior square foot areas of all Units in the Project.

Section 1.07. Assessment, Special. "Special Assessment" shall mean a charge against a particular Owner and his Condominium, directly attributable to, or reimbursable by, the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, or a reasonable fine or penalty assessed by the Association, plus interest and other charges thereon as provided for in this Declaration.

Section 1.08. Association. "Association" shall mean THE VINEYARD CONDOMINIUMS OWNERS ASSOCIATION, a Wyoming nonprofit corporation, its successors and assigns.

Section 1.09. Board or Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 1.10. Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board initially in the form of Exhibit "A" attached hereto, as such Bylaws may be amended by the Membership of the Association from time to time.

Section 1.11. Closing. "Closing" shall mean the date on which a deed is recorded conveying a Condominium unit.

Section 1.12. Common Property or Common Areas. "Common Property" or "Common Areas" shall mean all areas on the Project, except the Units, and shall further include, without limitation, for maintenance purposes of the Association, but not necessarily by way of fee title, all gas, water, and waste pipes, all sewers, all ducts, chutes, conduits, wires
and other utility installations of the structures wherever located (except the outlets thereof when located within the Units), the lot upon which the structures are located and the airspace above the structures, all bearing walls, columns, finished floors, the roofs, foundation slabs, party walls, utility walls, foundations, private streets or driveways, walkways, parking areas and landscaping on those areas which are not defined as a part of the Units.

Section 1.13. Common Areas, Restricted. "Restricted Common Areas" shall mean those portions of the Common Areas over which exclusive easements are reserved for the benefit of certain Owners, for parking purposes. The Restricted Common Areas in the Project for parking purposes are shown and described on Exhibit "B" which is attached hereto and incorporated herein by this reference.

Section 1.14. Common Expenses. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Property (including unpaid Special Assessments, Reconstruction Assessments and Capital Improvement Assessments); the costs of any and all utilities metered to more than one Unit and other commonly metered charges for the Property; the costs of trash collection and removal, and maintenance of clustered mailboxes; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all gardening, security, clustered mailboxes and other services benefiting the Common Property; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Property and the directors, officers and agents of the Association; the costs of bonding of the members of the Board; taxes paid by the Association, including any blanket tax assessed against the Property; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association, for any reason whatsoever in connection with the Property, for the common benefit of the Owners.

Section 1.15. Condominium. "Condominium" shall mean an undivided fee simple ownership interest in the Common Areas, together with a separate ownership interest in fee in a Unit and all easements appurtenant thereto. Each Owner of a condominium shall own an undivided interest in the Common Areas as a tenant in common as set forth in Exhibit "C" attached hereto.

Section 1.16. Condominium Plan. "Condominium Plan" shall mean the engineering drawings and related materials, as amended from time to time, showing the diagrammatic floor plans of the Units, the boundaries of the Units, the Common Areas, and, where applicable, dimensions, specific alternative uses as authorized by this Declaration, and such other information reasonably necessary to identify a Condominium.

Section 1.17. Declaration. "Declaration" shall mean the within Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, as it may be amended from time to time as provided herein.
Section 1.18. Grantor. "Grantor" shall mean Vineyard
Condominium Co. and its successors, and any Person to which
it shall have assigned any of its rights hereunder by an
express written assignment.

Section 1.19. Improvements. "Improvements" shall mean
all structures and appurtenances thereto of every type and
kind, including but not limited to, buildings, outbuildings,
walkways, driveways, parking areas, fences, screening walls,
retaining walls, landscaping, hedges, windbreaks, the exterior
surfaces of any visible structure, planted trees and shrubs,
poles and signs.

Section 1.20. Maintenance Funds. "Maintenance Funds"
shall mean the accounts created for receipts and disbursements
of the Association pursuant to Article V, Section 5.02
hereof.

Section 1.21. Manager. "Manager" shall mean the
Person, employed by the Association, pursuant to and limited
by Article II, Section 2.10 hereof, and delegated the duties,
power or functions of the Association as limited by said
section.

Section 1.22. Member, Membership. "Member" shall mean
every Person holding a membership in the Association, pursuant
to Article II, Section 2.03 hereof. "Membership" shall mean
the property, voting and other rights and privileges of
Members as provided herein, together with the cumulative
duties and obligations contained in the Declaration, the
Articles and Bylaws of the Association.

Section 1.23. Mortgage. "Mortgage" shall mean any
mortgage or other conveyance of a Condominium or other
portion of the Property to secure the performance of an
obligation, which conveyance will be reconveyed upon the
completion of such performance.

Section 1.24. Mortgagor, Mortgagor. "Mortgagor" shall
mean a Person to whom a Mortgage is made; "Mortgagor" shall
mean a Person who mortgages his or its property to another
(i.e., the maker of a Mortgage).

Section 1.25. Notice and Hearing. "Notice and Hearing"
shall mean written notice and a hearing before the Board, at
which the Owner concerned shall have an opportunity to be
heard in person, or by counsel at the Owner's expense, in
the manner further provided in the Bylaws.

Section 1.26. Owner. "Owner" shall mean the record
owner, whether one (1) or more Persons, of a fee simple
interest in a Condominium, including Grantor with respect to
each Condominium owned by Grantor, and including sellers
under executory contracts of sale, but excluding those
Persons holding title as security for the performance of an
obligation.

Section 1.27. Person. "Person" shall mean a natural
individual, a corporation or any other entity with the legal
right to hold title to real property.

Section 1.28. Property or Project. "Property or
Project" shall mean all of the real property described in
Paragraph A of the Preamble to this Declaration.

Section 1.29. Record, File, Recodination, Recorded.
"Record," "File," "Recodination" or "Recorded" shall mean,
with respect to any document, the recodination or filing of
such document in the Office of the County Recorder of the
County in which the Property is located.
Section 1.30. Restrictions. "Restrictions" shall mean this Declaration, the Articles, Bylaws and the Rules and Regulations of the Association from time to time in effect.

Section 1.31. Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to this Declaration or the Bylaws, as such Rules and Regulations may be amended from time to time.

Section 1.32. Unit. "Unit" shall mean the elements of a Condominium not owned in common with the Owners of other Condominiums in the Project. Each of the Units in the structure shall be a separate freehold estate, as separately shown, numbered and designated in the Condominium Plan. Each such Unit consists of a working area space or spaces bounded by and contained within the interior unfinished (meaning exclusive of wall coverings, floor coverings, fixtures or decorations) surfaces of the perimeter walls, floors, ceilings, windows, and doors of each Unit, as shown and defined in the Condominium Plan. In interpreting deeds, declarations and plans, the existing physical boundaries of the Unit or a Unit constructed or reconstructed in substantial accordance with the Condominium Plan and the original plans thereof, if such plans are available, shall be conclusively presumed to be its boundaries, rather than the description expressed in the deed, Condominium Plan or Declaration, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries, as shown on the Condominium Plan or defined in the deed and Declaration, and the boundaries of a building as constructed or reconstructed.

ARTICLE II
ASSOCIATION

Section 2.01. Organization of Association. The Association is or shall be incorporated under the name of THE VINEYARD CONDOMINIUMS OWNERS ASSOCIATION, as a corporation not for profit.

Section 2.02. Duties and Powers. The duties and powers of the Association are those set forth in the Declaration, the Articles and Bylaws, together with its general and implied powers of a nonprofit corporation, generally to do any and all things that a corporation organized under the laws of the State of Wyoming may lawfully do which are necessary or proper, in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and in this Declaration. Transfer of control to the Association over the Common Property shall take place upon the first closing for the sale of a Condominium. The Association shall further have the right to install or construct capital improvements on the Common Property. The Association may at any time, and from time to time reconstruct, replace or refinish any improvement or portion thereof upon the Common Property in accordance with the original design, finish or standard of construction of such improvement; replace destroyed trees or other vegetation and plant trees, shrubs and ground cover, upon any portion of the Common Property. The Association may employ personnel necessary for the effective operation and maintenance of the Common Property, including the employment of legal, management and accounting services.

Section 2.03. Membership. Every Owner, upon becoming the Owner of a condominium, shall automatically become a Member of the Association, and shall remain a Member thereof.
Section 2.04. Transfer. The Membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such Owner’s Condominium, and then only to the purchaser of such Condominium. A prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Class A Member who has sold his Condominium to a contract purchaser under an agreement to purchase shall be entitled to delegate to the contract purchaser his Membership rights in the Association. The delegation shall be in writing and shall be delivered to the Board before the contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to this Condominium until the fee title to the Condominium sold is transferred, as further provided in Article V, Section 5.01 of this Declaration. If the Owner of any Condominium fails or refuses to transfer the Membership registered in his name to the purchaser of the Condominium upon transfer of fee title thereto, the Board of Directors shall have the right to record the transfer upon the books of the Association.

Section 2.05. Classes of Membership. The Association shall have two (2) classes of voting Membership.

Class A. Class A Members shall originally be all Owners, except Grantor for so long as there exists a Class B Membership. Class A Members shall be entitled to one (1) vote for each Condominium owned by such Class A Members and subject to assessment. Grantor shall become a Class A Member with regard to Condominiums owned by Grantor upon conversion of Grantor’s Class B Membership as provided below. When more than one (1) Person owns any Condominium, all of those Persons shall be Members. The vote of such Condominium shall be exercised as they among themselves determine in accordance with Article II, Section 2.06, but in no event shall more than one (1) Class A vote be cast for any Condominium.

Class B. The Class B Member shall be Grantor. The Class B Member shall be entitled to three (3) votes for each Condominium owned and subject to assessment, provided that the Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events, whichever occurs earliest:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2. [date]

All voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles and Bylaws of the Association. Except as provided in Article XIV, Section 14.02, as long as there exists a Class B Membership, any provision of this Declaration, the Articles or Bylaws which expressly requires the vote or written consent of a specified percentage of the voting
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 K. Center Street • Casper, WY 82601 • (307) 237-8486

Section 2.07 Maintenance Subject to Article X, pertaining to the repair and replacement of the common property and improvements to assure the expense of common property and improvements to assure the same are consistent with the level of maintenance required to maintain the property in good repair and condition.

Section 2.09. The Association shall have the right, without notice to all the units, at its own expense, to repair or improve the Common Area common to an individual unit, if the repair or improvement is necessary to protect the value of the Association's interest in the real property or to comply with governmental or other authority.

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Section 2.08. Unsegregated Real Property Taxes. To the extent not assessed as to or paid by the Owners, the Association shall pay all real and personal property taxes and assessments levied upon any portion of the Property. In addition, if all of the Units are taxed under a blanket tax bill covering all of such Property, each Owner shall pay his proportionate share of any installment due under the blanket tax bill to the Association at least ten (10) days prior to the delinquency date; and the Association shall transmit the taxes to the appropriate tax collection agency. Blanket tax bills shall be allocated equally among the Owners based upon the total number of Units. The Association shall, at least forty-five (45) days prior to the delinquency date of any blanket tax installment, deliver to each Owner a copy of the tax bill, along with a written notice setting forth the Owner’s obligation to pay his proportionate share of the tax installment and the potential additional charges to the Owner for failure to comply. The Association shall pay the taxes on behalf of any Owner who does not pay his proportionate share, and shall use any available sums in the Operating Fund or borrow any sums as may be required to make the payments on behalf of delinquent Owners. The Association shall levy a Special Assessment against any delinquent Owner in the amount of any sum advanced, plus interest at the rate of eighteen percent (18%) per annum and may, in addition, include as part of the Special Assessment an amount necessary to reimburse the Association for any penalty or late charge actually assessed in connection with the blanket tax bill which late charge results from the failure of the delinquent Owner(s) to make timely payment of his proportionate share of the taxes. Until the Closing for the sale of ninety percent (90%) of the Condominiums in the Project the foregoing provisions relating to the collection of taxes in connection with a blanket tax bill on all or any portion of the Project may not be amended without the express written consent of Grantor.

Section 2.09. Repair and Maintenance by Owners. Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced and restored, at his sole expense, all portions of his Unit, including the windows and the interior surfaces of the walls, ceilings, floors, doors and permanent fixtures, in a clean, sanitary and attractive condition, in accordance with the Condominium Plan and the original construction design of the Improvements in the Project. However, no bearing walls, ceilings, floors or other structural or utility bearing portions of the buildings housing the Units shall be pierced or otherwise altered or repaired, without
the prior written approval of the plans for the alteration or repair by the Architectural Committee. It shall further be the duty of each Owner to pay when due any and all charges for all utility services which services are not centrally metered but are separately metered to his Unit. Subject to any required approval of the Architectural Committee, each Owner shall be responsible for maintaining those portions of any heating and cooling equipment and other utilities which are located within or which exclusively serve his Unit.

Section 2.10. Use of Agent. The Board of Directors, on behalf of the Association, may contract with a professional management agent for the performance of maintenance and repair and for conducting other activities on behalf of the Association, as may be determined by the Board. The term of such contract, or any contract with Grantor for the furnishing of services to the Association, shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods, and such contract shall be terminable by the Association, acting through the Board, at any time (a) for cause upon thirty (30) days’ written notice thereof, and (b) without cause or the payment of a termination fee upon ninety (90) days’ written notice.

ARTICLE III
RIGHTS IN COMMON PROPERTY

Section 3.01. Association Easement. The Association shall have an easement over the Common Areas for purposes described in this Declaration. Upon the first Closing for the sale of a Condominium in the Project, the Association shall immediately become responsible for all maintenance, operation, control and expenses associated with the Common Property.

Section 3.02. Partition. Except as provided in this Declaration, there shall be no judicial partition of the Common Areas, or any part thereof, for the term of the Project, nor shall Grantor, any Owner or any other Person acquiring any interest in any Condominium in the Project seek any such judicial partition.

Section 3.03. Members' Easements of Use and Enjoyment of Common Areas. Subject to the provisions of this Declaration, every Member of the Association shall have, for himself, his business invitees and guests, a nonexclusive easement of access, ingress, egress, use and enjoyment of, in and to the Common Property, and such easements shall be appurtenant to and shall pass with title to every Condominium in the Project.

Section 3.04. Extent of Members' Easements. The rights and easements of use and enjoyment of the Common Property created by this Declaration shall be subject to the Restrictions, which include, without limitation, the following:

(a) The right of the Board to suspend the rights and easements of any Member, and the Persons deriving such rights and easements from any Member, for any period during which the payment of any Annual, Special, Capital Improvement or Reconstruction Assessment against the Member and his Condominium remains delinquent, and, after Notice and Hearing as provided in the Bylaws, to suspend such rights and easements for the period set forth in the Bylaws for any violation of the Restrictions, it being understood that any suspension for either nonpayment of any Assessment or breach of the Restrictions shall not constitute a waiver or discharge of the Member’s obligation to pay Assessments as provided in this Declaration;
(b) The right of the Association to consent to or otherwise cause the construction of additional improvements on the Common Property and to consent to or otherwise cause the alteration or removal of any existing Improvements on the Common Property for the benefit of the Members of the Association;

(c) The right of the Association, acting through the Board, to consent to or join in the grant or conveyance of easements, licenses or rights-of-way in, on or over the Common Property for purposes not inconsistent with the intended use of the Property as a commercial Condominium project;

(d) Subject to the provisions of this Declaration, the right of each Owner to the exclusive use and occupancy for the purposes designated in this Declaration of the Restricted Common Areas assigned to his respective Unit;

(e) The rights and reservations of Grantor as set forth in this Declaration; and

(f) The right of the Association, acting through the Board, to reasonably restrict access to roofs, maintenance areas and other areas of the Property.

Section 3.05. Delegation of Use. Any Member entitled to the right and easement of use and enjoyment of the Common Property may delegate, in accordance with the Bylaws, his right to use and enjoyment of the Common Property to his tenants, contract purchasers or subtenants who occupy his Condominium, subject to reasonable regulation by the Board.

Section 3.06. Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, or effect the release of his Condominium from the liens and charges thereof, by waiver of the use and enjoyment of the Common Property or by abandonment of his Condominium.

Section 3.07. Damage by Member. Each Member shall be liable to the Association for any damage to the Common Property not fully reimbursed to the Association by insurance if the damage is sustained because of the negligence, willful misconduct or unauthorized or improper installation or maintenance of any Improvement by the Member, his tenants, tenants or invitees, or any other Persons deriving their right and easement of use and enjoyment of the Common Property from the Member. However, the Association, acting through the Board, reserves the right to determine whether any claim shall be made upon the insurance maintained by the Association, and the Association further reserves the right, after Notice and Hearing as provided in the Bylaws, to levy a Special Assessment equal to the increase, if any, in insurance premiums directly attributable to the damage caused by the Member or the Person for whom the Member may be liable as described above. In the case of joint ownership of a Condominium, the liability of the Owners shall be joint and several, except to the extent that the Association shall have previously contracted in writing with the joint Owners to the contrary. After Notice and Hearing as provided in the Bylaws, the cost of correcting the damage to the extent not reimbursed to the Association by insurance shall be a Special Assessment against the Condominium, and may be enforced as provided herein for the enforcement of other Assessments.
ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 4.01. Members of Committee. The Architectural Review Committee, sometimes referred to in this Declaration as the "Architectural Committee" or the "Committee", shall consist of three (3) members. The initial members of the Committee shall consist of representatives of Grantor to subject to the following provisions, Grantor shall have the right and power at all times to appoint or remove a majority of the members of the Architectural Committee or to fill any vacancy of such majority until closings have occurred for the sale of ninety percent (90%) of the Condominium, then subject to this Declaration. The Board shall have the power to appoint and remove all of the members of the Architectural Committee, provided Grantor is not then entitled to appoint all or a portion of the members pursuant to this Section 4.01. Committee members appointed by the Board shall be from the Membership of the Association, but Committee members appointed by Grantor need not be Members of the Association.

Section 4.02. Review of Plans and Specifications. The Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Declaration and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. No construction, alteration, addition, modification, decoration, redecoration or reconstruction of an Improvement in the Property shall be commenced or maintained, until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location of the same shall have been submitted to the Committee and approved in writing by the Committee. The Owner submitting the plans ("Applicant") shall obtain a written, dated receipt for the plans and specifications from an authorized agent of the Committee. Until changed by the Board, the address for the submission of such plans and specifications shall be _The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, that the construction thereof will not detract from the beauty, wholesomeness and attractiveness of the Common Property or the enjoyment thereof by the Members, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee may condition its approval of proposals or plans and specifications for any Improvement (1) upon the Applicant's furnishing the Association with security acceptable to the Association against any mechanic's lien or other encumbrance which may be recorded against the Property as a result of such work, (2) on such changes therein as it deems appropriate, (3) upon the agreement by the Applicant to grant appropriate easements to the Association for the maintenance of the Improvements, or (4) upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or all of the above, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval or other factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of the fee shall be uniform, or that
it be determined in any other reasonable manner, such as by the reasonable cost of the construction alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and Committee of all materials required by the Committee. Any application submitted pursuant to this Section 4.02 shall be deemed approved, unless written disapproval or a request for additional information or materials by the Committee shall have been transmitted to the Applicant within forty-five (45) days after the date of receipt by the Committee of all required materials.

Section 4.03. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing designate a Committee Representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 4.08. In the absence of such designation, the vote of a majority of the Committee or the written consent of a majority of the Committee taken without a meeting, shall constitute an act of the Committee.

Section 4.04. No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent to any similar proposals, plans and specifications, drawings or matter subsequently or additionally submitted for approval or consent.

Section 4.05. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 4.06. Correction of Defects. Inspection of work and correction of defects therein shall proceed as follows:

(a) The Committee or its duly authorized representative may at any time inspect any Improvement for which approval of plans is required under this Article IV. However, the Committee's right of inspection of Improvements for which plans have been submitted and approved shall terminate sixty (60) days after the work of Improvement has been completed and the respective Owner has given written notice of its completion to the Committee. The Committee's rights of inspection shall not terminate pursuant to this paragraph if plans for the work of Improvement have not previously been submitted to and approved by the Committee. If, as a result of such inspection, the Committee finds the Improvement was done without obtaining approval of the plans therefor or was not done in substantial compliance with the plans approved by the Committee, it shall notify the Owner in writing of failure to comply with this Article IV within sixty (60) days from the inspection, specifying the particulars of the compliance. The Committee shall
have the authority to require the Owner to take such
action as may be necessary to remedy the noncompliance.

(b) If upon the expiration of sixty (60) days
from the date of such notification, the Owner has
failed to remedy the noncompliance, the Committee shall
notify the Board in writing of such failure. Upon a
Notice and Hearing, as provided in the Bylaws, the
Board shall determine whether there is a noncompliance
and, if so, the nature thereof and the estimated cost
of correcting or removing the same. If a noncompliance
exists, the Owner shall remedy or remove the same
within a period of not more than forty-five (45) days
from the date notice of the Board ruling is given
to the Owner. If the Owner does not comply with the
Board ruling within that period, the Board, at its
option, may record a Notice of Noncompliance and may
peacefully remedy the noncompliance, and the Owner
shall reimburse the Association, upon demand, for all
expenses (including reasonable attorneys' fees) incurred
in connection therewith. If such expenses are not
promptly repaid by the Owner to the Association, the
Board shall levy a Special Assessment against the Owner
for reimbursement as provided in this Declaration. The
right of the Association to remove a noncomplying
Improvement or otherwise remedy the noncompliance shall
be in addition to all other rights and remedies which
the Association may have at law, in equity or in this
Declaration.

(c) If for any reason the Committee fails to
notify the Owner of any noncompliance within sixty (60) days
after receipt of written notice of noncompliance from the
Owner, the Improvement shall be deemed to be in accordance
with the approved plans.

Section 4.07. Scope of Review. The Architectural
Committee shall review and approve or disapprove all plans
submitted to it for any proposed Improvement, alteration or
addition, on the basis of aesthetic considerations and the
overall benefit or detriment which would result to the
immediate vicinity and the Property generally. The Committee
shall take into consideration the aesthetic aspects of the
architectural designs, placement of buildings, landscaping,
color schemes, exterior finishes and materials and similar
features. The Committee's approval or disapproval shall be
based solely on the consideration set forth in this Article
IV, and the Committee shall not be responsible for reviewing,
nor shall its approval of any plan or design be deemed
approval of, any plan or design from the standpoint of
structural safety or conformance with building or other
codes.

Section 4.08. Variances. The Committee may authorize
variances from compliance with any of the architectural
provisions of this Declaration, including restrictions upon
height, size, floor area or placement of structures, or
similar restrictions, when circumstances such as topography,
natural obstructions, hardship, aesthetic or environmental
consideration may require. Such variances must be evidenced
in writing, must be signed by at least a majority of the
members of the Committee, and shall become effective upon
recording. If such variances are granted, no violation of
the covenants, conditions and restrictions contained in this
Declaration shall be deemed to have occurred with respect to
the matter for which the variance was granted. The granting
of such a variance shall not operate to waive any of the
terms and provisions of this Declaration for any purpose
except as to the particular property and particular provisions
hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Residence.

ARTICLE V
ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

Section 5.01. Personal Obligation of Assessments. Grantor, for each Condominium owned by it, hereby covenants and agrees to pay, and each Owner, by acceptance of a deed of a Condominium whether or not it shall be so expressed in any such deed, is deemed to covenant and agree to pay to the Association all Annual Assessments, Reconstruction Assessments and Capital Improvement Assessments. Except as provided in this Section 5.01, all such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a separate, distinct and personal obligation of the Person who was the Owner of the Condominium at the time when the assessment fell due, and shall bind his heirs, devisees, personal representatives and assigns. This personal obligation cannot be avoided by abandonment of the Condominium or by an offer to waive use of the Common Property or the Restricted Common Areas.

Upon any voluntary or involuntary conveyance of a Condominium, the new Owner ("Purchaser") shall be jointly and severally liable with the previous Owner ("Sellers") for all unpaid assessments levied by the Board of Directors against the Seller for his share of the Common Expenses up to the time the grant or conveyance was recorded, without prejudice to the right of the Purchaser to collect from the Seller therefor. However, any such Purchaser shall be entitled to a statement from the Board of Directors or the Manager, as the case may be, setting forth the amount of the unpaid assessments against the Seller due the Association. The Purchaser shall not be liable for, nor shall the Condominium conveyed be liable for any unpaid assessments levied by the Board of Directors against the Seller in excess of the amount set forth in such statement; provided, however, that the Purchaser shall be liable for any such assessment becoming due after the date of any such statement. Any first Mortgagee or other purchaser for value who obtains title to a Condominium pursuant to the remedies provided in the first Mortgage or foreclosure of the first Mortgage, shall not be liable for unpaid assessments or charges against the mortgaged Condominium which accrue prior to the time such Mortgagee or purchaser acquires title to that Condominium.

Section 5.02. Maintenance Funds of Association. The Board of Directors shall establish no fewer than two (2) separate accounts (the "Maintenance Funds"), into which shall be deposited all monies paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under this Declaration. The Maintenance Funds shall be established as separate trust savings or trust checking accounts at a banking or savings institution. The Maintenance Funds shall include: (1) an Operating Fund for current Common Expenses of the Association, (2) a Reserve Fund for capital improvements, replacements, painting and repairs of the Common Property (which cannot normally be expected to occur on an annual basis), and (3) any other funds which the Board of Directors may establish to the extent necessary under the provisions of this Declaration. The Board of Directors shall not commingle any amounts deposited into any of the Maintenance Funds thereof.
Section 5.03. Purpose of Assessments. The assessments levied by the Board of Directors on behalf of the Association shall be used exclusively to promote the safety and welfare of the occupants of the Condominiums and for the operation, replacement, improvement and maintenance of the Property. All amounts deposited into the Maintenance Funds must be used solely for the common benefit of all of the Owners for purposes authorized by this Declaration. Disbursements from the Operating Fund shall be made by the Board of Directors for such purposes as may be necessary for the discharge of all its responsibilities herein for the common benefit of all of the Owners, other than those purposes for which disbursements from the Reserve Fund are to be used. Disbursements from the Reserve Fund shall be made by the Board of Directors for the respective purposes specified in this Article V. Nothing in this Declaration shall be construed in such a way as to permit the Association from using any assessments to abate any annoyance or nuisance emanating from outside the boundaries of the Property. Annual Assessments shall include, and the Association shall acquire and pay for out of the applicable funds derived from such Annual Assessments, the following:

(a) Water, electrical, lighting and other necessary utility services for the Common Property.

(b) Maintenance and repair of private driveways, walkways, and parking areas lying within the Common Property.

(c) Landscape planting and maintenance by the Association of all slopes, landscaping and planted areas within the Common Property, including irrigation and lighting.

(d) Fire and casualty insurance with extended coverage as provided herein, covering the full insurable replacement cost of the Common Property Improvements.

(e) Liability insurance, as provided herein, insuring the Association against any liability to the public or to any Owner, their invitees or tenants incident to their occupation and use of the Common Property, with limits of liability to be set by the Board of Directors of the Association, such limits and coverage to be reviewed at least annually by the Association and increased or decreased in its discretion.

(f) Such errors and omissions and Directors and officers liability insurance as the Board deems appropriate pursuant to Article IX.

(g) Workers' compensation insurance to the extent necessary to comply with any applicable laws, medical payments insurance, and any other insurance deemed necessary by the Board of Directors or the Association.

(h) Standard fidelity bonds covering all Members of the Board of Directors of the Association and other employees or agents of the Association as, and in an amount determined by the Board of Directors.
(j) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay for pursuant to the terms of this Declaration by by law or which in the opinion of the Association’s Board of Directors shall be necessary or proper for the operation of the Common Property or for the enforcement of this Declaration.

Section 5.04. Basis of Maximum Annual Assessment.

Except as provided below, until the first day of the Association’s fiscal year next following the first Closing for the sale of a Condominium, the maximum Annual Assessment under this Article V shall be determined in accordance with the initial budget of the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the initial fiscal year.

If the Board of Directors determines that the initial Annual Assessment is insufficient to meet the Common Expenses of the Association during the remainder of the Association’s initial fiscal year, the Board of Directors may, by majority vote, increase the Annual Assessment by not more than ten percent (10%) above the maximum Annual Assessment for such year reflected in the approved budget for the Association. Prior to the end of the Association’s initial fiscal year any proposed Annual Assessment in excess of ten percent (10%) above the maximum Annual Assessment shall be subject to approval by a majority vote of the voting power of the Association.

(a) Commencing on the first day of the fiscal year next following the first Closing for the sale of a Condominium, the maximum Annual Assessment for any fiscal year may be increased by the Board above the maximum Annual Assessment for the previous fiscal year, without a vote of the Membership and effective no sooner than the first day of each fiscal year, in an amount no more than the greater of (i) ten percent (10%), or (ii) the percentage (but not more than twenty percent (20%)) by which the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (the "Index"), has increased as of the date of the Annual Assessment increase over the level of the Index as of the close of the immediately preceding fiscal year of the Association. Any increase in the maximum Annual Assessment which exceeds the maximum increase authorized in this subsection (a) shall require the vote or written consent of Members representing a majority of the voting power of the Association.

(b) Except as provided in this Section 5.04 and Section 5.05, the Board of Directors may not fix an Annual Assessment for any fiscal year at an amount which exceeds the maximum authorized for such fiscal year.

Section 5.05. Supplemental Annual Assessments. If the Board determines that the current or will become, inadequate to meet all expenses of the property for any reason, it shall immediately determine the approximate amount of the inadequacy. Subject to the provisions of Section 5.04, the Board shall have the authority to levy, at any time by a majority vote, a supplemental Annual Assessment, reflecting a revision of the total charges to be assessed against each Condominium. To the extent that the sum of all increases in Annual Assessments levied by the
Board in any fiscal year (including all supplemental Annual Assessments levied pursuant to this Section 5.05 and increases authorized pursuant to Section 5.04) exceed the maximum Annual Assessment for the previous fiscal year by more than the amount authorized in Section 5.04(a), such excess shall require the approval of Members representing a majority of the voting power of the Association. Written notice of any change in the amount of Annual Assessments levied by the Association through the Board shall be given to all Members not less than thirty (30) days prior to the effective date of such change.

Section 5.06. Commencement and Collection of Annual Assessments. The Board of Directors shall authorize and levied the amount of the Annual Assessment upon each Condominium as provided herein, by majority vote of the Board. The initial Annual Assessment shall begin on all Condominiums (including unsold Condominiums therein owned by Grantor) on the first day of the calendar month following the first closing for the sale of a Condominium. Unless otherwise indicated in the Association budget, all Annual Assessments shall be assessed equally against the Members and their Condominiums based upon the number of Condominiums owned by each Member. Annual Assessments for fractions of any month involved shall be prorated. Grantor shall pay its full prorata share of the Annual Assessments on all unsold Condominiums for which Annual Assessments are commences. The Board shall fix the amount of the Annual Assessment against each Condominium at least thirty (30) days in advance of each Annual Assessment period. At the end of any fiscal year of the Association, the Board may determine that all excess funds in the Operating Fund be returned to the Members in the same proportions that Annual Assessments are levied, be retained by the Association and used to reduce the following year's Annual Assessments, or be deposited into the Reserve Fund. Upon dissolution of the Association incident to the abandonment or termination of the Property, any amounts remaining in any of the Maintenance Funds shall be distributed proportionately to or for the benefit of the Members.

Each Member shall pay to the Association his Annual Assessment in installments at such frequency and in such amounts as established by the Board. Each Annual Assessment may be paid by the Member to the Association in one check or in separate checks as payments attributable to the deposits under the Operating Fund and the Reserve Fund. If any installment of an Annual Assessment payment is less than the amount assessed and the payment does not specify the Maintenance Fund or Funds into which it should be deposited, the receipt by the Association from that Member shall be credited in order of priority first to the Operating Fund, until that portion of the Annual Assessment has been satisfied, and second to the Reserve Fund.

Section 5.07. Association Budgets. The Board of Directors shall cause to be prepared an annual report containing (i) a balance sheet and income statement reflecting income and expenditures of the Association for each fiscal year, including deposits in and withdrawals from the Reserve Fund and the Operating Fund; (ii) a statement of the place where the names and addresses of the current Members of the Association may be found; and (iii) a statement of changes of financial position of the Association. Within ninety (90) days after the close of the Association's fiscal year, the Board shall cause to be distributed a copy of each such annual report to each Member, and to each first Mortgagee who has filed a
written request therefore with the Board of Directors. The annual report shall be prepared by an independent accountant for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars ($75,000). If the annual report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association, stating that the annual report was prepared without audit from the books and records of the Association. At least sixty (60) days prior to the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Membership of the Association, a written, itemized estimate (budget) of the income and expenses of the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and deposits into the Reserve Fund, less any expected income and accounting for any surplus from the prior year’s respective Maintenance Fund). Each Annual Assessment shall constitute an aggregate of separate assessments for each of the Maintenance Funds, reflecting an itemization of the amounts assessed and attributable to prospective deposits into the Reserve Fund and the Operating Fund.

Section 5.08. Capital Improvement Assessments. Should the Board of Directors determine the need for a capital improvement or other such addition to the Property, the cost of which in the aggregate exceeds five percent (5%) of the budgeted gross expenses of the Association for the then current fiscal year, then the vote or written consent of Members representing at least a majority of the voting power of the Association shall be required to approve and render effective a Capital Improvement Assessment levied by the Board of Directors to cover the cost of such expenditure. Capital Improvement Assessments may be levied by the Board without the consent of the Members, if the aggregate of such expenditures in each fiscal year does not exceed five percent (5%) of the budgeted gross expenses of the Association for such fiscal year.

Section 5.09. Delinquency and Acceleration. Any installment of an assessment provided for in this Declaration shall become delinquent if not paid on the due date as established by the Board of Directors of the Association. With respect to each installment of an assessment not paid within ten (10) days after its due date, the Board of Directors may, at its election, require the delinquent Owner to pay a late charge of not to exceed Five Dollars ($5.00) or five percent (5%) of the amount of the delinquent installment, whichever is greater, together with interest at the maximum rate permitted by law on such delinquent sums, calculated from the date of delinquency to and including the date full payment is received by the Association. If any installment of an Annual Assessment is not paid within thirty (30) days after its due date, the Board may mail a notice to the Owner and to each first Mortgagee of a Condominium which has requested a copy of the notice. Such notice shall specify (1) the fact that the installment is delinquent; (2) the action required to cure the default; (3) a date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (4) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Annual Assessment for the then current fiscal year and sale of the Condominium. The notice shall further inform the Owner of his right to contest acceleration and to bring a court action to assert the non-existence of a default or any defense of the Owner to acceleration and sale. If the delinquent installments of the Annual Assessment and any charges thereon are not paid in full on
Section 5.10. Creation and Release of Lien. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on the respective Condominium prior and superior to all other liens, except (1) bonds, assessments and other levies which, by law, would be superior thereto, and (2) subject to the provisions of Section 5.01 and Article XII of the Declaration, the lien or charge of any first Mortgage of record (meaning any Recorded Mortgage with first priority or seniority over other Mortgages) made in good faith and for value and Recorded prior to the date on which the lien became effective. Any assessment Lien provided for hereunder shall be prior and superior to any declaration of homestead recorded after the Recordation of this Declaration. The lien shall become effective upon Recordation by the Board or its authorized agent of a lien statement securing the payment of any assessment or installment thereof, levied by the Association against any Condominium Owner. The lien statement shall state (i) the amount of the assessment or installment, as the case may be, and other authorized charges and interest, including the cost of preparing and Recording the lien statement; (ii) the expenses of collection in connection with any delinquent installments, including without limitation reasonable attorneys' fees; (iii) a sufficient description of the Condominium against which the same has been assessed; (iv) the name and address of the Association, and (v) the name of the Owner thereof. The lien statement shall be signed by an authorized representative of the Association. The lien shall relate only to the individual Condominium against which the Assessment was levied and not to the Property as a whole. Upon payment to the Association of the full amount claimed in the lien statement, or other satisfaction thereof, the Board of Directors shall cause to be Recorded a Release of Lien stating the satisfaction and release of the amount claimed. The Board of Directors may demand and receive from the applicable Owner a reasonable charge for the preparation and Recordation of the Release of Lien before Recordation. Any purchaser or encumbrance who has acted in good faith and extended value may rely upon the Release of Lien as conclusive evidence of the full satisfaction of the sums stated in the lien statement.

Section 5.11. Enforcement of Liens. It shall be the duty of the Board of Directors to enforce the collection of any amounts due under this Declaration by one (1) or more of the alternative means of relief afforded by this Declaration. The lien on a Condominium may be enforced by sale of the Condominium by the Association, its attorney or other persons authorized to make the sale, after failure of the Owner to pay an assessment, or installment thereof, as provided herein. The sale shall be conducted in accordance with the provisions of the Wyoming Statutes, applicable to the exercise of powers of sale in mortgages, or in any manner permitted by law. An action may be brought to foreclose the lien of the Association by the Board, or by any Owner if the Board fails or refuses to act, after the expiration of at least thirty (30) days from the date on which the lien statement was Recorded; provided that at least ten (10) days have expired since a copy of the Notice of Lien was mailed to the Owner affected thereby, and subject to the provisions of
Section 5.09 If the Board accelerates the due date of any Annual Assessment Installments. The Association, through its agents, shall have the power to bid on the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, an action may be brought by the Association to foreclose or render the purchase at the sale in order to secure occupancy of the defaulting Owner's Unit, and the defaulting Owner shall be required to pay the reasonably rental value for such Unit during any period of continued occupancy by the defaulting Owner or any person claiming under the defaulting Owner.

Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien securing the same, but this provision or any institution of suit to recover a money judgment shall not constitute an affirmation of the adequacy of money damages. Any recovery resulting from a suit at law or in equity initiated pursuant to this Section may include reasonable attorneys' fees as fixed by the court.

ARTICLE VI
PROJECT EASEMENTS AND RIGHTS OF ENTRY

Section 6.01. Easements.

(a) Access. Grantor expressly reserves for the benefit of the Owners reciprocal, nonexclusive easements for access, ingress and egress over all of the Common Property, including any private streets or driveways currently existing in the Property or subsequently added to it, which easements may be conveyed by Grantor to Owners and to the Association for so long as Grantor owns any interest in the Property. Subject to the provisions of this Declaration governing use and enjoyment thereof, the easements may be used by Grantor, its successors, purchasers and all Owners, their guests, tenants and invitees, occupying or temporarily visiting the Property, for walkways, vehicular access and such other purposes reasonably necessary for use and enjoyment of a Condominium in the Project.

(b) Maintenance and Repair. Grantor expressly reserves for the benefit of the Board of Directors and all agents, officers and employees of the Association, nonexclusive easements over the Common Areas (including the Restricted Common Areas), and to perform all other tasks in accordance with the provisions of this Declaration. Such easements over the Common Areas shall be appurtenant to, binding upon, and shall pass with the title to, every Condominium conveyed.

(c) Restricted Common Areas. Grantor expressly reserves for the benefit of certain Owners exclusive easements for use of the Restricted Common Areas, for parking purposes as shown on Exhibit "B," Owners shall be entitled to exchange Restricted Common Area parking spaces assigned to their respective Units, provided that (1) a reciprocal assignment identifying exchanging Owners and their respective Condominiums, is executed by the exchanging Owners; and (2) the exchange of Restricted Common Area parking spaces shall be effective if such exchange would result in a reduction of the number of parking spaces to which such Owners were originally entitled. A copy of the reciprocal assignment shall be delivered to the Board as soon as possible after execution.
(d) Utility Easements. Grantor expressly reserves for the benefit of the Association the right of Grantor to grant additional easements and rights-of-way over the Property to utility companies and public agencies, as necessary, for the proper development and disposal of the Property, until Closing for the sale of the last Condominium.

(e) Encroachments. Grantor, the Association and Owners of contiguous units shall have a reciprocal easement appurtenant to each of the units over the units and the Common Property for the purpose of (1) accommodating any existing encroachment of any wall of the buildings, and (2) maintaining the same and accommodating authorized construction, reconstruction, repair, shifting, movement or natural settling of the buildings or any other portion of the Project housing their respective Units. Easements and reciprocal negative easements for utility services and repairs, replacement and maintenance of the same over all of the Common Property are specifically reserved for the benefit of the Owners. The foregoing easements shall not unreasonably interfere with the use and enjoyment by the Owners of adjoining Units. No portion of the Common Property, including without limitation parking spaces and other amenities contemplated as a part of the Property, are proposed to be leased by Grantor to the Owners or to the Association.

Section 6.02. Rights of Entry. The Board of Directors shall have a limited right of entry in and upon the Common Areas and the exterior of all Units for the purpose of inspecting the Project, and taking whatever corrective action may be deemed necessary or proper by the Board of Directors, consistent with the provisions of this Declaration. However, nothing herein shall be construed to impose any obligation upon the Association to maintain or repair any property or improvements required to be maintained or repaired by the Owners. Nothing in this Article VI shall in any manner limit the right of the Owner to exclusive occupancy and control over the interior of his Unit. However, an Owner shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, as reasonably necessary, such as in case of any emergency originating in or threatening his Unit, whether the Owner is present or not. Furthermore, an Owner shall permit other Owners, or their representatives, to enter his Unit for the purpose of performing required installations, alterations or repairs, to be mechanical or electrical services to a Unit, provided that such requests for entry are made in advance and entry is made at a time reasonably convenient to the Owner whose Unit is to be entered; and provided further, that the entered Unit is left in substantially the same condition as existed immediately preceding such entry. In case of an emergency, such right of entry shall be immediate. Upon receipt of reasonable notice from the Association (which shall in no event be less than seven (7) days) each Owner shall vacate his Unit in order to accommodate efforts by the Association to eradicate the infestation of wood destroying or other pests and organisms from the Common Property or to perform any other maintenance or repairs pursuant to the Declaration. The Board shall have the right of entry to the Units and the right to remove Owners from their Units, as necessary, to accomplish its duties as provided herein. The cost of eradicating any such infestation or of performing any such maintenance or repairs shall be a Common Expense of the Association; however, each Owner shall bear his own costs of temporary relocation.
ARTICLE VII
GRANTOR'S RIGHTS AND RESERVATIONS

Nothing in the Restrictions shall limit, and no Owner or the Association shall do anything to interfere with, the right of Grantee to subdivide or resubdivide any portion of the Property, or to complete Improvements to and on the Common Property or any portion of the Property owned exclusively or partially by Grantee, or to alter the foregoing or its construction plans and designs, or to construct such additional Improvements as Grantee deems advisable in the course of development of the Property so long as any Condominium in the Project remains unsold. Each Owner by accepting a deed to a Condominium hereby acknowledges that the activities of Grantee may temporarily or permanently impair the view of such Owner and may constitute an inconvenience or nuisance to the Owners, and hereby consents to such impairment, inconvenience or nuisance. This Declaration shall not limit the right of Grantee at any time prior to acquisition of title to a Condominium in the Project by a purchaser from Grantee to establish on that Condominium additional licenses, easements, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantee need not seek or obtain Architectural Committee approval of any Improvement constructed or placed on any portion of the Property by Grantee. The restrictions of Grantee hereunder and elsewhere in these Restrictions may be assigned by Grantee to any successor in interest to any portion of Grantee's interest in any portion of the Property by a Recorded written assignment. The prior written approval of Grantee, as developer of the Property, will be required before any amendment to this Article shall be effective. Each Owner hereby grants, upon acceptance of his deed to his Unit, an irrevocable, special power of attorney to Grantee to execute and Record all documents and maps necessary to allow Grantee to exercise its rights under this Article. Grantee shall be entitled to the nonexclusive use of the Common Property, without further cost for access, ingress, egress, use or enjoyment, in order to show the Property to its prospective purchasers and dispose of the Property as provided herein. Grantee, its successors and assigns, shall also be entitled to the nonexclusive use of any portions of the Property which comprise private streets, drives and walkways for the purpose of ingress, egress and accommodating vehicular and pedestrian traffic to and from the Property.

ARTICLE VIII
USE RESTRICTIONS

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemptions of Grantee set forth in this Declaration.

Section 8.01. Units. The Units shall be used exclusively for residential purposes, subject to the exemption granted Grantee under Article VII of this Declaration.

Section 8.02. Parking and Vehicular Restrictions. No Owner shall park, store or keep anywhere on the Property any large commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, oil or gas truck or
delivery truck). No Owner shall park, store or keep any recreational vehicle (including, but not limited to, any camper unit, house car or motor home), bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, imperishable vehicle or any other similar vehicle except where designated by the Association. In addition, no Owner shall park, store or keep anywhere on the Property any vehicle or vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board. Only passenger motor vehicles may be parked in the parking spaces which constitute Restricted Common Areas. There shall be no parking in the driveways, if to do so obstructs free traffic flow, constitutes a nuisance, violates the Rules and Regulations, or otherwise creates a safety hazard. The Association, through the Board and its agents, is hereby empowered to establish "parking" and "no parking" areas within the Property (other than Restricted Common Areas assigned to the Units). Any additional parking spaces which may constitute a part of the Common Property shall be subject to reasonable control and use limitation by the Board of Directors. The Board shall determine, in its discretion, whether there is noncompliance with the parking and vehicular restrictions herein. Without in any way limiting the obligations of the Owners as elsewhere herein described, the Association, or agency representing the Association, shall have the right, and shall be obligated, to enforce all parking restrictions and to remove any vehicles in violation. If, for any reason, the Association fails to enforce the parking restrictions, the City or County, as applicable, in which the Property is located shall have the right, but not the duty, to enforce such parking restrictions.

Section 8.03. Nuisances. No noxious or offensive activities shall be carried on upon the Property. No horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of a Unit and its contents, shall be placed or used in any such Unit. The Board of Directors of the Association shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the Property which will increase the rate of insurance thereon, or result in the cancellation of such insurance, or which will obstruct or interfere with the rights of other Owners, nor will he commit or permit any nuisance thereon. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a Unit.

Section 8.04. Signs. No sign, poster, display or other advertising device of any character shall be erected or maintained anywhere on the Property, or shown or displayed from any Unit, without the prior written consent of the Architectural Committee; provided, however, that the restrictions of this Section shall not apply to any sign or notice of customary and reasonable dimension which states that the Unit is for rent or sale. Such sign or notice may be placed within a Unit but not upon any portion of the Common Property. The Board of Directors may erect within the Common Property a master directory of Units. Address identification signs and mail boxes shall be maintained by the Association. This Section shall not apply to any signs used by Grantor or its agents in connection with the sale of any such construction or alteration of the Condominiums as set forth in Article VII. Nothing contained in this Section shall be construed in such manner as to permit the maintenance of any sign which is not in conformance with any ordinance of the City or County in which the Property is located.
Section 8.05. Antennas. No radio station or shortwave operators of any kind shall operate from any Unit or any other portion of the Property unless approved by the Architectural Committee. With the exception of any master antenna maintained by the Association, no exterior radio antenna, "C.B." antenna, television antenna, or any other antenna of any type shall be erected or maintained anywhere in the Property.

Section 8.06. Inside and Outside Installations. No outside installation of any type, including but not limited to a television or radio pole or antenna shall be constructed, erected or maintained on any Residence, excepting antennas installed by Grantor as a part of the initial construction of the Property and except as may be installed by, or with the prior consent of the Architectural Committee. No wiring, or installation of air conditioning or other machines shall be installed on the exterior of the buildings of the Project or be allowed to protrude through the walls or roofs of the buildings (with the exception of those items installed during the original construction of the Project), unless the prior written approval of the Architectural Committee is secured. The type and color of all exposed window coverings shall be subject to the prior written approval of the Architectural Committee. No exterior addition, change or alteration to any Unit shall be commenced without the prior written approval of the Architectural Committee. Nothing shall be done in any Unit or in, on or to the Common Areas which will or may tend to impair the structural integrity of any building in the Project or which would structurally alter any such building except as otherwise expressly provided herein. There shall be no alteration, repair or replacement of wall coverings within Units which may diminish the effectiveness of the sound control engineering within the buildings in the Project. No interior wall in any of the buildings of the Project shall be pierced or otherwise altered in any way, without the prior approval of the Architectural Committee and a structural engineering analysis. No Owner shall cause or permit any mechanic's lien to be filed against any portion of the Project for labor or materials alleged to have been furnished or delivered to the Project or any Condominium Unit for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for such cost of discharge after Notice and Hearing.

Section 8.07. Rubbish Removal. Trash, garbage, or other waste shall be disposed of by occupants of the Project only by depositing the same into trash containers designated for such use by the Board of Directors. No portion of the Property shall be used for the storage of building materials, refuse or any other materials, other than in connection with approved construction, and no such materials shall be kept, stored or allowed to accumulate on any parking space. The cost of trash collection and removal and trash bin rentals shall be borne by the Association and shall constitute a portion of the Common Expenses.

Section 8.08. Further Subdivision. No Owner shall further subdivide his Unit (physically or legally); provided, however, that this provision shall not be construed to limit the right of an Owner to rent or lease all of his Unit by means of a written lease or rental agreement subject to the Restrictions. The terms of any such lease or rental agreement shall be subject in all respects to the provisions of the Restrictions and shall (a) expressly refer to this Declaration.
and contain a covenant by the lessee or tenant that he
accepts the leasehold estate subject to this Declaration,
and (b) contain either a covenant that the lessee or tenant
agrees to perform and comply with the Restrictions or adequate
provisions to permit entry and other actions by the lessor
for the purpose of performing and complying with the Restrictions.
Any failure by the lessee of the Unit to comply with the
terms of this Declaration or the bylaws of the Association
shall constitute a default under the lease or rental agreement.

Section 8.09. Drainage. There shall be no interference
with the established drainage pattern over the Property,
unless an adequate alternative provision is made for proper
drainage and is first approved in writing by the Architectural
Committee. For the purpose hereof, "established" drainage
is defined as the drainage which exists at the time of the
first Closing for the sale of a Condominium, or that which
is shown on any plans approved by the Architectural Committee.

ARTICLE IX
INSURANCE

Section 9.01. Duty to Obtain Insurance; Types. The
Board shall cause to be obtained and maintained adequate
blanket public liability insurance (including medical payments),
with such limits as may be considered acceptable to the
Federal National Mortgage Association (not less than $1
million covering all claims for personal injury and property
damage arising out of a single occurrence), insuring against
liability for bodily injury, death and property damage arising
from the activities of the Association and its Members, with
respect to the Common Property and any other property under
its jurisdiction. The Board shall also cause to be obtained
and maintained fire and casualty insurance with extended
coverage, without deduction for depreciation, in an amount
as near as possible to the full replacement value of the
Common Property and, if economically available, those portions
of the Units consisting of all fixtures, installations or
additions comprising a part of the buildings housing the
Units and all cabinets and initial basic floor coverings, as
initially installed or replacements thereof in accordance
with the original plans and specifications for the Project,
or as installed by or at the expense of the Owners. Such
insurance shall be maintained for the benefit of the Association,
the Owners, and the Mortgagees, as their interests may
appear as named insured, subject, however, to loss payment
requirements as set forth herein. The Board of Directors
shall purchase such other insurance, as necessary, including,
but not limited to, errors and omissions, directors, officers
and agents liability insurance, plate glass insurance,
medical payments, malicious mischief, liquor liability and
vandalism insurance, fidelity bonds and worker's compensation,
and such other risks as shall customarily be covered with
respect to condominium projects similar in construction,
location and use. Fidelity bond coverage must be obtained
by or on behalf of the Association for any person or entity
handling funds of the Association, including, but not limited
to, officers, directors, trustees and employees of the
Association and employees of the professional managing agent
of the Association. Notwithstanding any other provisions
herein, the Association shall continuously maintain in
effect such casualty, flood and liability insurance and a
fidelity bond meeting the insurance and fidelity bond requirements
for condominium projects established by the Federal National
Mortgage Association ("FNMA") the Government National Mortgage
Association ("GNMA") and The Mortgage Corporation ("TMC")
Section 9.02. Waiver of Claim Against Association. As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board of Directors and Grantee, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

Section 9.03. Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Unit. Nothing herein shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to person or property occurring inside his individual Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him to the Association, to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

Section 9.04. Notice of Expiration Requirements. If available, all of the policies of insurance maintained by the Association shall contain a provision that said policy or policies shall not be cancelled, terminated or expired by their terms, without ten (10) days' prior written notice to the Board, Grantee, Owners and their respective first Mortgagees (provided that Grantee, such Owners or Mortgagees have filed written requests with the carrier for such notice) and every other person in interest who requests such notice of the insurer.

Section 9.05. Insurance Premiums. Insurance premiums for any blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Board of Directors shall be a Common Expense to be included in the Annual Assessments levied by the Association and collected from the Owners. That portion of the Annual Assessments necessary for the required insurance premiums shall be separately accounted for by the Association in the Reserve Fund, to be used solely for the payment of premiums of required insurance as such premiums become due.

Section 9.06. Trustee for Policies. The Association, acting through its Board of Directors, is hereby appointed and shall be deemed trustee of the interests of all named insureds under policies of insurance purchased and maintained by the Association. All insurance proceeds under any such policies as provided for in Section 9.01 of this Article shall be paid to the Board of Directors as Trustees. The Board shall have full power to receive and to receipt for the proceeds and to deal therewith as provided herein. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as provided in Article X of this Declaration. The Board is hereby granted the
authority to negotiate loss settlements with the appropriate insurance carriers, with participation, to the extent they desire, of first Mortgagees who have filed written requests within ten (10) days of receipt of notice of any damage or destruction as provided in Article X, Section 10.03 of this Declaration. Any two (2) Directors of the Association may sign a loss claim form and release form in connection with the settlement of a loss claim, and such signatures shall be binding on all the named insureds.

Section 9.07. Actions as Trustee. Except as otherwise specifically provided in this Declaration, the Board, acting on behalf of the Association and all Owners, shall have the exclusive right to bind such parties in respect to all matters affecting insurance carried by the Association, the settlement of a loss claim, and the surrender, cancellation, and modification of all such insurance, in a manner satisfactory to seventy-five percent (75%) of the first Mortgagees of Condominiums who have filed requests under Section 9.04 to the extent such first Mortgagees desire to participate.

Duplicate originals or certificates of all policies of fire and casualty insurance maintained by the Association and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Association to all Mortgagees who have requested the same in writing.

Section 9.08. Annual Insurance Review. The Board shall review the insurance carried by or on behalf of the Association at least annually, for the purpose of determining the amount of the casualty and fire insurance referred to in Section 9.01 above. If economically feasible, the Board shall obtain a current appraisal of the full replacement value of the Improvements on the Property except for foundations and footings, without deduction for depreciation, from a qualified independent insurance appraiser, prior to each such annual review.

Section 9.09. Required Waiver. All policies of physical damage insurance shall provide, if reasonably possible, for waiver of the following rights, to the extent that the respective insurers would have the rights without such waivers:

(a) subrogation of claims against the Owners and tenants of the Owners;

(b) any defense based upon co-insurance;

(c) any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Association;

(d) any invalidity, other adverse effect or defense on account of any breach of warranty or condition caused by the Association, any Owner or any tenant of any Owner, or arising from any act, default, act of omission of any named insured or the respective agents, contractors and employees of any insured;

(e) any right of the insurer to repair, rebuild or replace, and if the Improvement is not repaired, rebuilt or replaced following loss, any right to pay under the insurance an amount less than the replacement value of the Improvements insured.
(i) notice of the assignment of any Owner of his interest in the insurance by virtue of a conveyance of any Condominium; and

(g) any right to require any assignment of any mortgage to the insurer.

ARTICLE X
DESTRUCTION OF IMPROVEMENTS

Section 10.01. Restoration of the Property. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Property, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article IX hereof for reconstruction or repair of the Property shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction or repair as promptly as practical. The Property shall be reconstructed or rebuilt substantially in accordance with the Condominium Plan and the original construction plans if they are available, unless changes recommended by the Architectural Committee have been approved. Writing by seventy-five percent (75%) of the Owners and by seventy-five percent (75%) of the holders of record of first Mortgages upon the Condominiums, if the amount available from the proceeds of such insurance policies for such restoration and repair is at least eighty-five percent (85%) of the estimated cost of restoration and repair, a Reconstruction Assessment of the Owners shall be levied by the Board of Directors to provide the necessary funds for such reconstruction, over and above the amount of any insurance proceeds available for such purpose. If the amount available from the proceeds of such insurance policies for such restoration and repair is less than eighty-five percent (85%) of the estimated cost of restoration and repair, the Owners by the vote or written consent of not less than seventy-five percent (75%) of the Owners, together with the approval of at least seventy-five percent (75%) of the first Mortgages of record of the Condominiums in the Project, shall determine whether the Association shall be authorized to levy a Reconstruction Assessment and proceed with such restoration and repair. If the Owners and their Mortgages, as provided above, determine that the cost of such restoration and repair would be substantial and that it would not be in their best interests to proceed with the same, the Owners may, at their discretion, proceed as provided in Section 10.02 below.

Section 10.02. Sale of Property. If the amount available from the proceeds of the insurance policies maintained by the Association is less than eighty-five percent (85%) of the cost of reconstruction, a certificate of the resolution authorizing such reconstruction shall be filed within six (6) months from the date of such destruction and, if such certificate is not recorded within said period, it shall be conclusively presumed that the Owners have determined not to rebuild said Improvements. In the event of a determination not to rebuild, the Association, acting through a majority of the Board shall be authorized to have prepared, executed and recorded, as promptly as practical, the certificate stating that a majority of the Board may properly exercise an irrevocable power of attorney to sell the Project for the benefit of the Owners, and such other documents and instruments as may be necessary for the Association to consummate the
sale of the Property at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale and the proceeds of any insurance carried by the Association shall be divided proportionately among the Owners, such proportions to be determined in accordance with the relative appraised fair market valuation of the Condominiums as of a date immediately prior to such destruction (or condemnation), expressed as percentages, and computed by dividing such appraised valuation of each Condominium by the total of such appraised valuations of all Condominiums in the Project. The Board is hereby authorized to hire one (1) or more appraisers for such purpose and the cost of such appraisals shall be a Common Expense of the Association. The balance then due on any valid encumbrance of record shall be first paid in order of priority, before the distribution of any proceeds to an Owner whose Condominium is so encumbered.

Section 10.03. Right to Partition. No Owner shall have the right to partition of his interest in the Condominium and there shall be no judicial partition of the Project, or any part thereof, except that if a certificate of a resolution to rebuild or restore the Project has not been recorded as provided above, within six (6) months from the date of any partial or total destruction, or if restoration has not actually commenced within said period, then conditions for partition shall be deemed to have been satisfied. Nothing herein shall be deemed to prevent partition of a cotenancy in any Condominium. Except as provided above, each Owner and the successors of each Owner, whether by deed, gift, devise, or by operation of law, for their own benefit and for the Units and for the benefit of all other Owners, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common ownership of the Project and do further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

Section 10.04. Interior Damage. With the exception of any casualty or damage insured against by the Association pursuant to Article IX, Section 9.01 of this Declaration, restoration and repair of any damage to the interior of any individual Unit, including without limitation all fixtures, cabinets and improvements therein, together with restoration and repair of all interior paint, wall coverings and floor coverings, shall be made by and at the individual expense of the Owner of the Unit so damaged. In the event of a determination to rebuild the Property after partial or total destruction, as provided in this Article X, such interior repair and restoration shall be completed as promptly as practicable and in a lawful and workmanlike manner, in accordance with plans approved by the Architectural Committee as provided herein.

Section 10.05. Notice to Owners and Listed Mortgagees. The Board, immediately upon having knowledge of any damage or destruction to the Common Property, or any portion thereof, which disaster or destruction is substantial or material, shall promptly notify all Owners, all institutional holders of first Mortgages on Condominiums in the Project, and all other Mortgagees who have filed a written request for such notice with the Board.
ARTICLE XI
EMINENT DOMAIN

Section 11.01. Definitions; Total Taking, Partial Taking, Special Partial Taking. The term "taking" as used in this Article shall mean condemnation by exercise of power of eminent domain or by sale under threat of the exercise of the power of eminent domain. A "Total Taking" shall occur if there is a permanent taking by eminent domain of an interest in all or part of the Common Areas or of all or part of one (1) or more Units, such that the ownership, operation and use of the Project in accordance with the provisions of this Declaration is substantially and adversely affected, and within one hundred twenty (120) days after the effective date of the taking the Owners of any Units (i) not taken, or (ii) only partially taken and capable of being restored to at least ninety-five percent (95%) of their floor area and to substantially their condition prior to the taking (collectively the "Remaining Units") do not by affirmative vote of a majority of their entire voting interest (without adjustment among such Units for relative voting rights because of such partial taking) approve the continuation of the Project and the repair, restoration and replacement to the extent feasible of the Common Areas and the Remaining Units. A "Partial Taking" shall occur if there is any other permanent taking of the Property. A Partial Taking shall include, without limitation, a "Special Partial Taking" which is described herein as a taking of all or part of one (1) or more Units, as Units, subject to all of the provisions of this Declaration, without involving any taking of the Common Areas except to the extent of the proportionate interest therein of the Units taken, so that the taking authority becomes a successor in title to the Owner or Owners of the Condominium or Condominiums so taken with the same effect as if such Units were purchased by the taking authority. Following any taking which in the opinion of the Board of Directors would constitute a Total Taking in the absence of the affirmative vote of the Owners of the Remaining Units as required by the foregoing provisions, the Board of Directors shall call a special meeting of Owners of the Remaining Units to be held promptly, and in any event within sixty (60) days after the effective date of such taking, to determine if such Owners of the Remaining Units, will or will not, decide to continue the Project as provided herein.

Section 11.02. Awards; Repair; Restoration or Replacement.

(a) In the event of a Total Taking, the Board of Directors shall: (i) except as provided in Section 11.03, represent all of the Owners in an action to recover any and all awards, subject to the right of all first Mortgagors of record, upon request, to join in the proceedings, (ii) proceed with the sale of that portion of the Project which was not included in the condemnation proceedings and distribution of the net proceeds of such sale after deducting any incidental fees and expenses, in the same proportion and in the same manner as provided in Article X, Section 10.02, and (iii) distribute the condemnation award in accordance with the court judgment or the agreement between the condemning authority and the Association, if any, if there is no such judgment or agreement, in accordance with Article X, Section 10.02 of this Declaration.

(b) In the event of a Partial Taking, other than a Special Partial Taking, the provisions of Section 11.02(a)(i) of this Article shall be applicable. The net proceeds of the Partial Taking awards shall be held
by the Board of Directors, after deducting related fees and expenses and the portions of the awards allotted in the taking proceedings, or, failing such allotment, allotted by the Board of Directors to (i) Units totally taken or partially taken and not capable of being restored, to at least ninety-five percent (95%) of their floor area and substantially their condition prior to the taking, and (ii) Units taken in the same manner as in a Special Partial Taking except that the taking is made subject to only none or to none of the Restrictions (collectively the "Taken Units").

The proceeds of the Partial Taking award allotted to the Taken Units shall be paid to the Owners of the Taken Units; provided, however, that such proceeds shall first be applied to the balance then due on any Mortgages of record in order of priority before the distribution of any such proceeds to any Owner whose Condominium is subject to any such Mortgage. First Mortgages of record with respect to the Remaining Units affected by such Partial Taking shall be entitled to severance damages payable out of the award proceeds held by the Board of Directors to the extent that such Mortgages can prove that their security has been impaired by such taking. The balance of the net proceeds shall then be applied to the repair, restoration and replacement of the Common Property and the Remaining Units (but not Owners' personal property nor those portions of the Units which the Owners are obligated to restore) to as nearly their condition prior to the taking as may be feasible, in the same manner and under the same provisions applicable to the proceeds of insurance as set forth in Article X, Section 10.01 hereof, except for any provisions relating to Owners' personal property. Any funds held for restoration by the Board of Directors following completion thereof shall be disposed of, in each case in the same manner as provided in Article X, Section 10.02, except that the total amount of the award payable to any Member and his mortgagee or mortgagees for a destroyed Unit or Units shall not exceed the value of said Member's Condominium interest.

If the funds held for restoration by the Board of Directors are less than the cost of restoration and repair, a Reconstruction Assessment of the Remaining Owners (determined with reference to the relative square foot floor areas of the Remaining Units, as restored) may be levied by the Board of Directors to provide the necessary additional funds for such reconstruction. In no event shall the Board of Directors be required to undertake any repair or restoration work or make any payments with respect to any Unit in excess of that portion of the awards reasonably attributable to the loss to that Unit. Following any Partial Taking, the Association and the Project shall continue, subject to and with the benefit of all the provisions of the Declaration, so far as applicable to the Remaining Units, and the voting interests of the Owners shall be the same.

(c) In the event of a Special Partial Taking or a temporary taking of any Condominium, the Owner of the Condominium taken, together with his mortgagees, shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof. In the event of a temporary taking of Common