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PROFESSIONAL PARK
DECLARATION

THIS AGREEMENT made this 12th day of August 1966 by and between PROFESSIONAL PARK, INC., a Wyoming corporation, hereinafter called DEVELOPER, and DONALD L. BECKER and JAMES W. THORPEN, tenants in common, hereinafter called BUYER:

The DEVELOPER and the BUYER, for the consideration hereinafter referred to, agree as follows:

1. DECLARATION OF INTENT

1.1 Purpose

DEVELOPER, as the owner of the South One-Half (1/2) of Block 113, Butler Addition to the City of Casper, Natrona County, Wyoming, and proposes to construct on said land a multi-unit building in accordance with a certain plot plan marked Exhibit "A" which is attached hereto and made a part hereof, subject to the Condominium Ownership Act of the State of Wyoming.

1.2 Description of Project

This project, designated as "PROFESSIONAL PARK", is to consist of a series of air space units to be used for commercial and professional purposes, and said project units to be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, hereinafter referred to as "Air Space Unit", and a joint property right as a tenant in common in and to a parking area and courtyard, hereinafter referred to as "General Common Elements Areas and Facilities".

1.3 Air Space Unit Areas and General Common Elements

The aforesaid project will have a total building area of 62,970 square feet, of which 20,920 square feet will constitute individual air space units, and 42,050 square feet will constitute general common elements.
1.4 Description of Air Space Units:

The air space units will be designated and equipped as follows:

1.4a. Each air space unit shall have a street address, pursuant to Section 31-14, 31-15, Casper City Code, Casper, WYoming.

1.4b. Each air space unit shall be serviced by a common parking area and a common court yard.

1.4c. Each air space unit shall be constructed according to the general plans of construction, a copy of which is marked Exhibit "D", attached hereto, and made a part hereof.

1.4d. Air space units are designated on Exhibit "A" as units numbered 12 through 18, inclusive, and 22 through 27, inclusive.

1.5 Description of General Common Elements

The general common elements of said project will be as follows:

1.5a. A parking lot totaling 12,100 square feet.

1.5b. A court yard totaling 19,950 square feet.

1.5c. Plumbing, electricity, and telephone network throughout the project.

1.5d. Necessary utility connections.

1.5e. The parties hereto acknowledge that the dividing walls of the air space units are party walls and that the adjoining owners shall have the right to use the same. In the event such party walls, at any time while in use by adjoining owners, be injured by cause other than the act of negligence of either party, the same shall be repaired or rebuilt at the joint expense of the respective adjoining owners, providing that any sum received from insurance against such injury or destruction shall be first applied to such restoration.

1.6 Proportionate Representation.

The title and interest of each owner of a project unit as to general common elements and his proportionate share of the cost of maintenance and repair to the facilities herein designated as general common elements areas, shall be
pro-rated on the ratio that the square footage of each air space unit bears to the square footage of all air space units as said units are platted on Exhibit "A".

1.6a. The proportionate representation for voting purposes may be limited in accordance with the provisions of the by-laws hereinafter set forth.

1.6b. The parties hereto acknowledge that the square footage of the air space units as set forth in Exhibit "A" is estimated and therefore agree that in the event the total square footage of said units upon completion of the construction thereof is not the same as the estimated square footage, the ownership of the general common elements will be adjusted accordingly.

1.7 Administration of Project.

The administration of the area designated as Professional Park, consisting as aforesaid of the project and the parcel of land, shall be in accordance with the provisions of this Agreement, including the by-laws adopted by all owners of said units, acting as an association.

1.3 Ownership of Air Space Units and of General Common Elements.

Each air space unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which shall be owned in fee simple which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the project, subject only to the terms and conditions of this agreement. The ownership of each air space unit shall entitle the owner thereof to the exclusive possession of the project unit and an undivided share in the common area with the right to use in common with the other air space unit owners, the general common elements. The share of each air space unit owner in the general common elements is appurtenant to the air space unit owned by him, and none of the appurtenances may be separated from the air space unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the air space unit, whether or not expressly mentioned or described in a conveyance or other instrument describing the air space unit.

1.9 Scope of Agreements.

Until such time as DEVELOPER completes the construction and sale of the building project as described herein, DEVELOPER shall be subject to the provisions of this Agreement, and DEVELOPER covenants to take no action which will
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).
1.14 Waiver of Exemption

No owner of an air space project unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general common elements, or by the abandonment of his air space unit.

1.15 Ratification of Agreement

All present or future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Agreement and are subject to the acquisition or rental of any of the air space units of the project, or the mere act of occupancy of any of said units, shall signify that the provisions of this agreement are accepted and ratified.

1.16 Destruction of Property

If an air space unit subject to this Agreement, or any portion thereof, is totally or substantially damaged or destroyed, the repairs, reconstruction or disposition of such unit shall be made by the owner thereof, subject to the terms and conditions herein set forth.

1.17 Liability for Assessments

Where a mortgagee or other purchaser of an air space unit obtains title by reason of foreclosure of the mortgage covering a unit, such purchaser, his successor or assigns, shall not be liable for assessments by the association which became due prior to the acquisition of title by such acquiree, it being understood, however, that the above shall not be construed to prevent the association from filing suit for such assessments and satisfying the same, as provided by law, and that such suits resulting in judgments shall be subordinate to such mortgage.

1.18 Insurance

Insurance, other than title insurance, which shall be carried upon the property in question shall be governed by the following provisions:

1.18(a) All insurance policies upon the subject air space units and general common elements shall be purchased by the Association for the benefit of the Association, the owners of the air space
units, and their mortgagors as their interests may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagors of air space unit owners. Such policies and endorsements shall be deposited with the President of the Association or with his duly designated representative. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability.

1.8b. Coverage

All units and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings on said land, including but not limited to vandalism and malicious mischief.

(3) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association.

1.8c. Premiums

Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to each owner upon a pro-rata basis that the square footage of each air space unit bears to the total square footage of all such units.

1.8d. Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the air space unit owners and shall provide that all proceeds covering losses shall be paid to the Board of Directors of the Association, who shall hold such proceeds for the benefit of the Association and of the air space unit owners suffering losses so insured.
1.18e. The Association is hereby irrevocably appointed agent for each air space unit owner to adjust all claims arising under insurance policies purchased by the Association.

1.18f. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the air space unit owners who own the damaged property, and against all such owners in the case of damage to general common elements, in sufficient amounts to provide funds to pay the estimated costs; such assessments shall be pro-rated on the basis of square footage owned as above provided. If the proceeds of insurance exceed the costs of reconstruction and repair by the Association, the excess shall be placed in the general fund of the Association to be used for payments of future insurance premiums.

1.19 Taxes, Assessments, and Other Charges.

Personal property taxes levied on personal property contained in the air space units and all other taxes, assessments and other charges assessed against such air space units shall be paid by the owner of each unit. All taxes, assessments and other charges assessed against the common elements shall be borne pro-rata in accordance with the formula set forth in paragraph 1.6 herein by each of the air space unit owners, the payment of which shall be made pursuant to paragraph 1.33 herein.

II. PURCHASE AGREEMENT

2.1 Purchase Amount

The Buyer in consideration of the mutual promises set forth and other good and valuable considerations, and having a bona fide intention to occupy an air space unit in the above referred to project, hereby subscribes for participation in the Association of Owners, and hereby agrees to purchase from Developer air space unit No. 14 and a pro-rata undivided interest in the general elements for the price of Thirty Two Thousand Eight Hundred Twenty Two and 00/100 ($32,822.00) Dollars, payable as follows: One Thousand and 00/100 ($1,000.00) Dollars upon the signing of this Agreement; and (None) Dollars within five
(5) days after the date hereof, and the balance at the time of conveyance of title as provided in paragraph 2.1 hereof.

2.1a. BUYER hereby subscribes to this Agreement, and to the Association by-laws, copies of which are attached hereto, and acknowledges the receipt of which is hereby acknowledged. BUYER hereby agrees that in addition to the purchase price above mentioned, BUYER will be liable for the BUYER'S proportionate share of the Association assessments outlined in the by-laws. BUYER also agrees that in addition to the above mentioned price, BUYER will pay to the Association, at or before conveyance of title but not before the completion of the above referred to space unit, the sum of One Hundred and No/100 ($100.00) Dollars, representing BUYER'S proportionate share of the Association's required working capital.

2.1b. The Association will be established for the purpose of operating and maintaining the common elements of this project known as "Professional Park". Each owner of an air space unit in the project will be a member of the Association and will be subject to the by-laws and regulations thereof. As set forth in the plan of air space unit ownership, paragraph 3.4, the vote of each member will be based on unit ownership. The affairs of the Association will be conducted by a Board of Directors, as provided for in the by-laws.

2.2 Construction of Air Space Unit

Within five (5) days after the execution of this agreement by the parties hereto, said parties shall enter into the construction contract similar to that certain contract attached hereto, marked Exhibit "A", for the construction of the air space unit in question. The construction of said unit shall be pursuant to said construction contract and to the specifications for Professional Park, said specifications being identified as Exhibit "B".

2.3 Conveyance of Title

In consideration of this subscriptions, DEVELOPER agrees to convey to BUYER good and marketable title to said air space unit. BUYER agrees to purchase
said air space unit from DEVELOPER within five (5) days after DEVELOPER has
notified BUYER that DEVELOPER has completed the construction of the air space
unit and is prepared to tender title and possession thereof to BUYER for an
amount equal to the purchase price.

2.3. The deed by which DEVELOPER will convey title to BUYER
shall be substantially in the form which is attached
hereeto as Exhibit "Y".

2.4 Location of Project
The above referred to condominium project will be constructed in
the south one-half of Block 113, Butler's Addition to the City of Casper,
Natrona County, Wyoming.

2.5 Priority and Mortgage Lien
The agreement and all rights hereunder are, and at all times shall
be, subject and subordinate to the lien of the mortgage and accompanying docu-
ments to be executed by BUYER to a leading institution, and to any and all modi-
fications, covenants, and renewals thereof, and to any mortgage or deed of trust
made in place thereof.

2.6 Right of Substitution
DEVELOPER shall release the obligations of BUYER under this agreement
in the event BUYER shall secure another BUYER who is satisfactory to the DEVELOPER.

2.7 Oral Representations
This Agreement will supersede any and all understandings and agreements
and constitute the entire agreement between the parties, and no oral representation
or statement shall be considered a part hereof.

2.8 Covenant to Run with the Land
This instrument shall be perpetual and the covenants herein contained
shall run with the land above described.

III. ASSOCIATION OF OWNERS BY-LAWS

Plan of Air Space Unit Ownership

Article 1.

3.1 Association of Owners
The parties hereto hereby constitute themselves as an Association of
owners of that certain project known as "Professional Park", located in the south
one-half of Block 113, Butler's Addition to the City of Casper, Natrona County,
Wyoming.
3.2 Applicability of By-Laws

The provisions of these by-laws are applicable to the project. The term "project" as used herein shall include the land.

3.3 Personal Application

The parties hereto, all present and future owners, tenants, future tenants or their employees or any other person that might use the facilities of the project in any manner are subject to the regulations set forth in these by-laws. A mere acquisition or rental of any of the air space units or the mere act of occupancy of said units will signify that these by-laws and the provisions of this Agreement are accepted, ratified and will be complied with.

Article II

3.4 Voting

Each owner shall be entitled to one vote for each air space unit owned, whether developed or not.

3.4a Until this project has been fully constructed, DEVELOPER shall have one (1) vote for each constructed but unsold unit and one (1) vote for that portion of said project which is under construction or for which no construction has commenced.

3.5 Majority of Owners

As used in these by-laws, the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with paragraph 3.4 hereof.

3.6 Quorum

Except as otherwise provided in these by-laws, the presence in person or by proxy, of a majority of the owners as defined in Section 3.5 of this Article, shall constitute a quorum.

3.7 Proxies

Votes may be cast in person or by proxy. Proxies may be filed with the secretary before the appointed time of each meeting.

Article III

Administration

3.8 Association Responsibilities

The owners of the air space units will constitute the Association of Owners hereinafter referred to as "Association", who will have the responsibi-
lility of administering the project, approving the annual budget, establishing
and collecting monthly assessments and arranging for the management of the
project, if the owners so desire, pursuant to an agreement, containing provi-
sions relating to the duties, obligations, removal and compensation of the
management agent. Except as otherwise provided, decisions and resolutions of
the Association shall require approval by the majority of owners.

3.8 Place of Meetings

Meetings of the Association shall be held at such suitable place
convenient to the owners as may be designated by the Board of Directors.

3.10 Annual Meetings

The first annual meeting of the Association shall be held on the 1st day of
November, 1966. Thereafter, the annual meetings of the Association shall be held on the first Monday of November of each
succeeding year. At such meetings, there shall be elected by ballots of the
owners a Board of Directors in accordance with the requirements of Section 3.20
of Article IV of these By-Laws. The owners may also transact such other busi-
ness of the Association as may properly come before them.

3.11 Special Meetings.

It shall be the duty of the president to call a special meeting of
the owners, as directed by resolution of the Board of Directors, or upon a peti-
tion signed by a majority of the owners and having been presented to the secretary.
The notice of any special meeting shall state the time and place of such meeting;
and the purpose thereof. No business shall be transacted at a special meeting
except as stated in the notice, unless by consent of a majority of the owners
present, either in person or by proxy.

3.12 Notice of Meetings

It shall be the duty of the secretary to mail a notice of each annual
or special meeting stating the purpose thereof as well as the time and place where
it is to be held, to each owner of record at least five days, but not more than
ten days prior to such meeting. The mailing of a notice in the manner provided
in this section shall be considered notice served.

3.13 Adjourned Meeting

If any meeting of owners cannot be organized because a quorum has not
attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called.

3.14 Order of Business

The order of business at all meetings of the owners of air space units shall be as follows:

A. Roll call.
B. Proof of Notice of Meeting, or Waiver of Notice.
C. Reading of Minutes of preceding meeting.
D. Reports of Officers.
F. Election of inspectors of election.
G. Election of Directors.
H. Unfinished business.
I. New business.

Article IV

Board of Directors

3.15 Number and Qualification

The affairs of the Association shall be governed by a Board of Directors composed of not less than two (2) nor more than five (5) persons, all of whom must be owners of units in the project. Until said project is fully constructed, Professional Park, Inc., shall be considered to be an owner as to all undeveloped units in said project.

3.15a. In the event an owner is a legal entity other than an individual, the persons forming such entity shall designate one of their members to act for said entity in the event such entity is elected to the Board of Directors.

3.16 Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these by-laws directed to be exercised and done by the owners.

3.17 Other Duties

In addition to duties imposed by these by-laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

3.17a. Care, upkeep and surveillance of the project and the common areas and facilities.

3.17b. Collection of monthly assessments from the owners.
3.17c. Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities.

3.18 Management Agent

At the direction of the owners, the Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including but not limited to the dates listed in Section 3.16 hereof.

3.19 Election and Term of Office

At the first annual meeting of the Association, the term of office of two directors shall be fixed for three years; the term of office of two directors shall be fixed at two years, and the term of office of one director shall be fixed at one year. At the expiration of the initial term of office of each respective director, his successor shall be elected to serve a term of one year. The directors shall hold office until their successors have been elected and hold their first meeting. In the event the owners elect less than five (5) directors, all directors shall be elected annually.

3.20 Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be director until a successor is elected at the next annual meeting of the Association.

3.21 Removal of Directors

At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

3.22 Organization Meeting

The first meeting of a newly elected Board of Directors shall be held within ten (10) days after the election, at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall
be necessary to the newly elected directors in order legally to constitute
such meeting, providing a majority of the whole Board shall be present.

3.23 Regular Meetings

Regular meetings of the Board of Directors may be held at such time
and place as shall be determined, from time to time, by a majority of the Direc-
tors, but at least twelve such meetings shall be held during each fiscal year.

Notice of regular meetings of the Board of Directors shall be given to each
director, personally or by mail, telephone or telegraph, at least ten (10) days
prior to the day named for such meeting.

3.24 Special Meetings

Special meetings of the Board of Directors may be called by the pre-
president on five (5) days notice to each director, given personally or by mail,
telephone or telegraph, which notice shall state the time, place (as hereinafter
provided) and purpose of the meeting. Special meetings of the Board of Directors
shall be called by the president or secretary in like manner and on like notice
or written request of at least three directors.

3.25 Waiver of Notice

Before or at any meeting of the Board of Directors, any director may,
by writing, waive notice of such meeting and such waiver shall be deemed equivalent
to the giving of such notice. Attendance by a director at any meeting of the board
shall be a waiver of notice by him of the time and place thereof. If all the
directors are present at any meeting of the Board, no notice shall be required and
any business may be transacted at such meeting.

3.26 Quorum of Directors

At all meetings of the Board of Directors, a majority of the Directors
shall constitute a quorum for the transaction of business, and the acts of the
majority of the directors present at a meeting at which a quorum is present shall
be the acts of the Board of Directors. If, at any meeting of the Board of Directors,
there be less than a quorum present, the majority of those present may adjourn the
meeting from time to time. At any such adjourned meeting, any business which might
have been transacted at the meeting as originally called may be transacted without
further notice.
3.27 **Fidelity Bonds**

The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

3.28 **Duties of Officers**

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

3.29 **Election of Officers**

The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board. Until there are more than four unit owners, one director may be elected to more than one office.

3.30 **Removal of Officers**

Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

3.31 **President**

The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

3.32 **Vice President**

The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither
the president or the vice president is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis.

The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

2.3.3 Secretary

The secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

2.3.4 Treasurer

The treasurer shall have the responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Article VI

Obligations of the Owners

3.3.5 Assessments

All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which shall include casualty insurance coverage for bodily injuries and property damages arising out of the use of the common elements, and to provide coverage for repairing and reconstructing the improvements on the property in question in case of hurricane, fire, earthquake or other hazards. The assessments shall be made in the manner provided in paragraph 1.6 hereof, and such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements.

3.3.6 Maintenance and Repair

3.3.6a Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
3.36. All repairs of internal installations of the unit, such as water, light, gas, power, sewerage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner’s expense.

3.36a. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

3.37 Use of Air Space Units - Internal Changes

3.37a. All units shall be utilized for professional or commercial business purposes only.

3.37b. An owner shall not make structural modifications or alterations in his unit without previously notifying the Association in writing, through the management agent, if any, or through the president of the Board of Directors if no management agent is employed. The Association shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

3.37c. A person who is a practitioner of chiropractic is hereby prohibited from occupying or owning an air space unit in the project in question.

3.18 Use of Common Elements

An owner shall not place or cause to be placed, in the common elements, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than the normal transit through them.

3.39 Right of Entry

3.39a. An owner does hereby grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

3.39b. An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

3.40 Rules of Conduct

3.40a. No owner of an space unit shall post any advertisements, or posters of any kind, in or on the project except as authorized by the Association.

3.40b. Owners of air space units shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other owners.

3.40c. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the common areas.
3.41. No owner or lessee shall install wiring for electrical or telephone installations, television antennas, machines or air conditioning units, or similar electrical equipment, on the exterior of the project or that protrudes through the walls or the roof of the project except as authorized by the association.

Article VII
Amendments to Plan of Office Ownership

3.4.1 By-Laws

The by-laws may be amended by the Association at a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by the owners representing at least two-thirds (2/3) of the total number of air space units in the projects, as shown in Exhibit "A".

ARTICLE VIII
Mortgages

3.42 Notice to Association

An owner who mortgages his unit shall notify, within five days of the execution of such mortgage, the Association through the management agent, if any, or the president of the Board of Directors; in the event there is no agent, of the name and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".

3.43 Notice of Unpaid Assessments

The Association shall, at the request of a mortgagee of an air space unit, report any unpaid assessments due from the owner of such unit.

IV. GENERAL PROVISIONS

4.1 Conveyances

In order to assure an Association of Owners having mutual interests and thus project the value of the air space units, the resale, leasing and mortgaging of air space units by any owner shall be subject to the following provisions so long as any air space unit in useful condition exists upon the land:

4.1.1. No air space unit owner may dispose of such unit or any interest therein by sale, or lease, or renewal thereof, without approval of a majority of the Board of Directors of the Association. If the purchaser or lessee is a corporation, the approval shall be conditioned upon the approval of two-thirds (2/3) of said board members. The approval of the Association shall be obtained in the manner herein-
after provided:

(1) An air space unit owner intending to make a bona
ride sale or lease of his unit, or any interest
therein, shall give written notice to the Association
of such intention, together with name and address of
the intended purchaser or lessee, the terms of the
proposed transactions, and such other information as
the Association may require.

(2) Within thirty (30) days after receipt of such notice
the Association must either approve the transaction
or furnish a purchaser or lessee approved by the
Association who will accept the transaction upon
terms as favorable to the owner as the terms stated
in the notice, except that a purchaser or lessee
furnished by the Association shall have not less
than thirty (30) days subsequent to the date of
approval within which to close the transaction.

4.1b. Mortgage

No air space unit owner may mortgage his unit or any interest
therein without the approval of the Association except when
such mortgage is in favor of a bank, life insurance company
or a federal savings and loan association. The approval of
any other mortgages may be upon conditions determined by
the Association or may be arbitrarily withheld.

4.1c. Liens

All liens against an air space unit, other than for permitted
mortgages, taxes or special assessments, will be satisfied
or otherwise removed within thirty (30) days from the date
the lien attaches.

1. Any air space unit owner shall give notice to the
Association of every lien upon his unit other than
for permitted mortgages, taxes and special assess-
ments within five (5) days after the attaching of
the lien.

2. Any air space unit owner shall give notice to the
Association of every suit or other proceeding which
may affect the title to his unit, such notice to be
given within five (5) days after the unit owner
receives knowledge thereof.

Unauthorized Transactions

Any sale, mortgage or lease which is not authorized pursuant to the
terms of this Agreement, shall be void unless subsequently approved by the Association.
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 N. Center Street - Casper, WY 82601 • (307) 237-8486

4.4 Warrant
The invalidity of any covenant, restriction, or other provision of this Agreement shall not affect the validity of the remaining portions hereof.

4.5 Coercions Running with the Land
All provisions of this Agreement shall be construed to be covenants running with the land, and every air space unit owner, his heirs, executors, administrators, successors and assigns shall be bound by all the provisions of this Agreement.

4.3 Air Space Unit Owners
In any proceeding arising because of an alleged default by an air space unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

The terms of this Agreement and the regulations adopted pursuant thereto, shall be governed by and shall comply with the laws of the State of Wyoming.
CONDOMINIUM MAP
OF
PROFESSIONAL PARK
THE SOUTH 210 FEET OF BLOCK 113
EUTLER ADDITION (EAST)
CITY OF CASPER
NATRONA COUNTY, WYOMING
SCALE 1" = 40'

PLAT SURVEY BY
NORTHINGTON, LEA, ART & ASSOCIATES, INC.
501 COLT STREET
Casper, WYOMING
(307) 237-4061

NOTE
* Brass cap set, replacing 1/2" x 10' steel pin
+ "1/8" Rubber/Aluminum cap

DATE: January 13, 1988
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).
1.ADMIXTURES:
   a. Air entraining re mixes and at mixer.
   b. Other admixtures and only as approved.

2. TEST:
   a. Slump
      (1) Provide platform, cones, smooth 5/8" diameter rod with
          round ends for slump tests to be taken by architect.
      (2) Maximum 6" slump for all concrete.
   b. Strength
      (1) All concrete shall develop a strength of 3000 psi 28
          days after placing.

3. FORM:
   a. Conform to shape, lines, dimensions, molds.
   b. Make rigid, well braced, prevent deformation, joints tight.
   c. Corners of slabs, curves, etc., worked with edging tools.
   d. Cut forms with oil, then easily removable.

   FORM REMOVAL:
   a. Remove forms completely.
   b. Leave the rods to be removed within 24 hours, pull.

5. REINFORCEMENT STEEL PLACEMENT:
   a. Submit shop drawings 3 copies each by qualified detailer.
   b. Obtain approval before fabrication.
   c. Fabricate to shape, dimensions, as required to carry out intent.
   d. Clean thoroughly of rust, scale, dirt, oil, etc.
   e. Place as per American Concrete Institute (ACI 318).
   f. Laps - 25 bar diameters, 12" minimum, or butt welds as noted.
   g. Ties - 16 ga. black annealed wire at each lap, joint.
   h. Provide ½" support bars as needed.
   i. Minimum concrete cover over reinforcing as follows:
      a. Footings 3"
      b. Slabs 1½" (2" if exposed to weather or earth)
      c. Walls 1½" or center in wall as shown.
   j. Openings in concrete not shown otherwise to have (2) ½ bars
      over opening extending 2 feet each side.

5. EXPANSION JOINTS:
   a. Exterior
      (1) Locate between slabs on earth, exterior vertical
      surfaces.
      (2) Hold down ½" tile with grout. Form expansion joint
      cement, where exposed in finishing areas.

7. CONSTRUCTION JOINTS:
   a. Unit of operation: 20' horizontal span.
   b. Locate where directed by architect.
   c. Place at such rate that first placed concrete will not attain
      initial set before completion of pour.
   d. Provide for jointing expensive pours as required.
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(d).
A. GENERAL

Contractor shall perform all masonry work required including:

1. Brick laying.
2. Reinforcing of masonry.
3. Setting and embedding of masonry items.

B. SELECTED MATERIALS

1. Brick
   a. Hard burned clay units equal to Local Clay Products.
   b. Full face brick 3st quality, no irregulars.
   c. Submit samples for color, texture, surface quality, etc., before fabrication.
   d. Deliver brick to the job site 15 days prior to laying.

2. Reinforcement: Bunt-o-wal


4. Mortar Color: WSC C-150 Type 1

5. Mortar: ASTM C-207 Type 5


7. Mortar:
   a. Type 6-1
      1 part Portland Cement
      1 part hydrated lime
      6 parts sand
      Mortar color, 25% Portland cement or less.

8. Mortar Color: Frank Davis Co. "Integral Color"

C. HANDLING, STORAGE

1. Handling, Storage
   a. Avoid chipping, breakage.
   b. Stack on pallets.
   c. Protect from weather.

2. Temperature and weather
   a. 40°F minimum for curing.
   b. Provide for cold weather protection below 40°F.
   c. Maintain waterproof membrane wall cover during masonry.

3. Workmanship
   a. Lay bricks, true to line, level.
   b. Accurately space spacers.
   c. Lay in full bed, butter, strike in place, no reworking.
   d. Concrete grout tooled flat.
   e. Coat in working order, bond 1/4" course.
   f. Wipe excess cement to keep joints uniform with brickwork.
440

PARTIAL

1. Structural Steel

2. Welding

3. Painting

4. Erection

5. Connections, base plates, anchors, hardware, etc.

1. Structural Steel

   a. Structural Steel: AISI J-306

   b. Arc welding electrodes: American Welding Society

   c. Paint: Zinc chromate

   d. Shop drawings: required (3 copies)

2. Welding

   a. Shop, field welding operators qualified by test - American Welding Society

   b. Machines: 500 to 600 volts, 250 - 400 amp.

   c. Welding rod: minimum penetration unless noted, sufficient to develop stress in member. Grind all exposed weld.

3. Painting

   a. Shop: Zinc chromate

   b. Surface: clean, dry, free of rust, scale, grime.

   c. Do not paint areas to be field welded, insulated in concrete.

   d. Field paint: spot weld head, welds, damaged paint.

4. Erection

   a. Subject lens to be set on leveling mats, dry packed under.

   b. Dry pack: 1 part Portland cement

   c. Grout: 2 part Portland cement

   d. Elevator: water to mix

   e. Provide temporary stays and bracing.

   f. Leveling tolerance: 1 in 500
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.
100 N. Center Street • Casper, WY 82601 • (307) 237-8486
### Materials and Methods

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1.</td>
<td>Wood Products</td>
</tr>
<tr>
<td>a.</td>
<td>Structural framing members grade stamped according to industry standards.</td>
</tr>
<tr>
<td>b.</td>
<td>All lumber kilnd dried to 14% maximum moisture content.</td>
</tr>
<tr>
<td>c.</td>
<td>Back dry, protoned at all times.</td>
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<tr>
<td>d.</td>
<td>E2</td>
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<tr>
<td>Studs</td>
<td>Standard</td>
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<td>Plates</td>
<td>Standard</td>
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<td>Standard</td>
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<td>Blocking</td>
<td>Standard</td>
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<td>Floor joists</td>
<td>Construction</td>
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<tr>
<td>Cross bridging</td>
<td>Construction</td>
</tr>
<tr>
<td>Posts</td>
<td>3/4&quot; O.C.</td>
</tr>
<tr>
<td>Signs</td>
<td>3/4&quot; O.C.</td>
</tr>
<tr>
<td>Sliding doors</td>
<td>Weather seal</td>
</tr>
<tr>
<td>Roofs</td>
<td>Exterior sheathing</td>
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<th>Material</th>
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<td>Ivy league</td>
<td>1-11</td>
</tr>
<tr>
<td>Walkway Early American</td>
<td>1-11</td>
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</table>
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).
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby disallowed to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8466
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 N. Center Street • Casper, WY 82601 • (307) 237-8486
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 N. Center Street • Casper, WY 82601 • (307) 237-8486
1. All work in accordance with applicable local, state, national, codes or ordinances.

2. Contractor pay for all permits, licenses or any fees in connection with this work.

3. All plumbing in accord with the National Plumbing Code.

4. All mechanical Contractor responsible for installation of all satisfactory and suitable pieces of work in accordance with these drawings and specifications. As shall provide, at no extra cost, all incidental items required, as a part of his work, the completion of work items not specifically mentioned or indicated in specifications of drawings or specifications.

5. Draw all drawings for project, plus drawings of all other trades, #2

6. Item #329 of Appendix #8 is not applicable to these drawings. It applies to the entire project, structural members, foundations, slabs, columns, and loads not having fire ratings.

7. Contractor shall contribute to efficiency of operation, accessibility, and spacing of apparatus. No part of installation shall interfere with operation of any other system or parts of building.

8. The air handling unit shall be placed in a satisfactory, permanent location and properly insulated or finished. Each shall be complete before the rough in is installed to ensure satisfactory installation of equipment, materials in similar satisfactory to Architect or Engineer without liability in payment received.

9. All work to proceed with minimal interference with other trades.

10. All work to proceed with minimal interference with other trades.
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 N. Center Street • Casper, WY 82601 • (307) 237-8486
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby disclaimed to the extent such restrictions violate 42 USC 3604(c).
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).
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby denied to the extent such restrictions violate 42 USC 3604(c).

Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486
Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby declared to the extent such restrictions violate 42 USC 3604(c).
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 9004(c).
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).
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).
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Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486
THE STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THE AIA SHORT FORM CONTRACT FOR
SMALL CONSTRUCTION CONTRACTS
WHERE THE RATE OF PAYMENT IS A
STIPULATED SUM

FOR OTHER CONTRACTS THE AIA ISSUES THE STANDARD FORMS OF OWNER-CONTRACTOR AGREEMENTS AND THE STANDARD GENERAL CONDITIONS FOR THE CONSTRUCTION OF BUILDINGS FOR USE IN CONNECTION THERewith

THIS AGREEMENT

made the day of ,
in the year Nineteen Hundred and

BY AND BETWEEN

hereinafter called the Owner, and

hereinafter called the Contractor,

WITNESSETH,

That the Owner and the Contractor, for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF THE WORK—
The Contractor shall furnish all of the material and perform all of the work for

as shown on the Drawings and described in the Specifications entitled

prepared by

all in accordance with the terms of the Contract Documents.

ARCHITECT

ARTICLE 2. TIME OF COMPLETION—The work shall be commenced and completed as follows:

ARTICLE 3. CONTRACT SUM—The Owner shall pay the Contractor for the performance of the Contract subject to the additions and deductions provided therein in current funds, the sum of

dollars. ($ )
ARTICLE 4. PROGRESS PAYMENTS—The Owner shall make payments on account of the contract, upon requisition by the Contractor, as follows:

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT—Final payment shall be due days after completion of the work, provided the contract be then fully performed, subject to the provisions of Article 16 of the General Conditions.

ARTICLE 6. CONTRACT DOCUMENTS—Contract Documents are as noted in Article 1 of the General Conditions. The following is an enumeration of the drawings and specifications:
ARTICLE 2. SAMPLES

The Contractor shall furnish for approval all samples, if directed. The work shall be in accordance with approved samples.

ARTICLE 3. MATERIALS, APPLIANCES, AND EQUIPMENT

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. All workers and sub-contractors shall be skilled in their trades.

ARTICLE 4. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 5. SURVEYS, PERMITS, AND REGULATIONS

The Owner shall furnish all surveys made otherwise specified, and permits and licenses necessary for the prosecution of the work; shall be secured and paid for by the Contractor. Penalties and regulations for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Contractor, unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the contract and shall notify the Owner of the drawings and specifications as at variance therewith.

ARTICLE 6. PROTECTION OF WORK, PROPERTY, AND PERSON

The Contractor shall adequately protect the work, adjacent property, and the public and shall be responsible for any damage or injury due to his act or neglect.

ARTICLE 7. ACCESS TO WORK

The Contractor shall permit and facilitate observation of the work by the Owner and his agents and public authorities at all times.

ARTICLE 8. CHANGES IN THE WORK

The Owner may order changes in the work, which shall be charged accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra work must be made in writing before executing the work involved.

ARTICLE 9. CORRECTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and that appears during the progress of the work, not to remedy any defects due to faulty materials or workmanship which appear within six months of completion of the contract. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of the Contractor.

ARTICLE 10. OWNER'S RIGHT TO TERMINATE THE CONTRACT

Should the Contractor neglect to prosecute the work properly, or fail to perform any provisions of the contract, the Owner, after seven days' written notice, may terminate his contract and take possession of all materials, tools, and appliances and finish the work by such means as he sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 11. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

Should the work be stopped by any public authority for a period of thirty days or more, through no fault of the Contractor, or should the work be stopped through act or neglect of the Owner for a period of seven days, or should the Owner fail to pay the Contractor any payment within seven days after it is due, then the Contractor upon seven days' written notice to the Owner may terminate the contract and recover from the Owner for all work executed and any loss sustained and reasonable profit and damages.

ARTICLE 12. PAYMENTS

Payments shall be made as provided in the Agreement. The method and acceptance of the final payment shall constitute a waiver of all claims, except those arising from unsettled claims or from faulty work appearing thereon, as provided for in Article 11. All claims by the Contractor except any previously made and still unsettled. Payments otherwise due may be withheld on account of defective work not cured by the Contractor or by others not adjusted, or failure to make payments properly to subcontractors or for material or labor.

ARTICLE 13. CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefits acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this contract, whether such operations are by himself or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written for not less than any limits of liability specified as part of this contract. Certificates of such insurance shall be filed with the Owner and architect.

ARTICLE 14. OWNER'S LIABILITY INSURANCE

The Owner shall maintain such insurance as will protect him from bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this contract, and any other liability for damages which the Contractor is required to insure under any provision of this contract.

ARTICLE 15. FIRE-INSURANCE WITH EXTENDED COVERAGE

The Owner shall maintain such insurance as will protect him from bodily injury, including death, and from claims for damages to property which may arise both out of and during operations under this contract, and any other liability for damages which the Contractor is required to insure under any provision of this contract.
ment as are not owned or rented by the contractor, the cost
of which is included in the cost of the work. Exception:
The contract does not cover any tools owned by mechanics,
any tools, equipment, scaffolding, staging, towers, and items
owned or rented by the contractor, the capital value of
which is not included in the cost of the work, or any work
shorten, break hours or other structures erected for hunting
or to work. The loss, if any, is to be made adjustable
with and payable to the Owner as Trustee for the interests
and contractors and all subcontractors as their interests may
appear, except in such cases as may require payment of all
or a proportion of said insurance to be made to a mort-
gage as in any other may appear.

Certificates of all insurance shall be filed with the con-
tactor if he so requires. If the Owner fails to cause or
secure all insurance as herein provided for, he may
require such contract for recovery of all damages. If other
special insurance not herein provided for is required by
the Contractor, the Owner shall effect such insurance at
the Contractor’s expense by appropriate orders to his
fire insurance policy. The Owner, Contractor, and sub-
contractors shall each be responsible for their own loss
and damages, and all other parties, including the Owner,
shall have the proceeds of insurance held by the Owner
as Trustee.

The Owner shall be responsible for and at his option may
insure against any party in interest, the Owner as
Trustee shall, upon the occurrence of loss, pay for the
necessary expenses to the contractor. He shall deposit any
sums paid or agreed upon to complete the work, 10 days
after receipt of notice, and the same shall be paid to the
Owner as Trustee, in accordance with the terms of this
contract.

Any agreement arising out of this contract or from the
breach thereof shall be submitted to arbitration, and judg-
ment upon the award rendered shall be made in the court
of the forum, state or federal, having jurisdiction. It is
mutually agreed that the decision of the arbitrators shall be
final and binding upon the parties thereto, and shall be
arbitration and the Contractor shall cooperate with any
other such parties to the extent of the interest and

ARTICLE 16. LIENS

The Owner has the right to enter any contract in connec-
with the work and the Contractor shall cooperate with any

ARTICLE 17. SEPARATE CONTRACTS

The Owner shall be the Owner’s representative during the
construction period. He shall have the authority to stop the
work if necessary to insure the proper execution. He shall certify
to the Owner when payments under the contract are due and
be amounts to be paid. He shall make decisions on all

ARTICLE 18. THE ARCHITECT’S STATUS

The Owner shall be the Owner’s representative during the
construction period. He shall have the authority to stop the
work if necessary to insure the proper execution. He shall certify
to the Owner when payments under the contract are due and
be amounts to be paid. He shall make decisions on all

ARTICLE 19. ARBITRATION

Any disagreement arising out of this contract or from the
breach thereof shall be submitted to arbitration, and judg-
ment upon the award rendered shall be made in the court
of the forum, state or federal, having jurisdiction. It is
mutually agreed that the decision of the arbitrators shall be
final and binding upon the parties thereto, and shall be

ARTICLE 20. CLEANING UP

The Contractor shall be responsible for the prompt
removal of all waste material and rubbish and shall be

Owne

Contractor

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

Owne

Contractor

OWNER-CONTRACTOR AGREEMENT FOUR PAGES

414 DOG A1411 SEPT. 1941 ED. PAGE 4
WARRANTY DEED (FORM NO. 181)

EXHIBIT "B"

WARRANTY DEED

THIS INDENTURE, made the __________________ day of ______, 19_____,
by and between the ________________________________________________ , a corporation organized
and existing under and by virtue of the laws of the State of __________________, and having its
principal place of business in the County of _____________________________ , the GRANTOR, and
_________________________________________ , of the County of _____________________________ , State of
_________________________ , the GRANTOR, WITNESSETH:

That the grantor, for and in consideration of the sum of ______________________ Dollars ($________) in hand paid, the receipt whereof is hereby acknowl-
edged, does, by these presents, grant, bargain, sell, CONVEY AND WARRANT unto the said grantee, all
that certain tract, lot, piece, and parcel of land situated in the County of _____________________________ ,
State of Wyoming, and described as follows, to-wit:

This deed is subject to the terms and conditions set forth in that
certain "Declaration and Agreement of Professional Park Condominium"
which is recorded in Book at Page in the
official records of the County Clerk of Natrona County, Wyoming.

IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereunto affixed, and these
present to be signed by its duly authorized officer, the day and year first above written.

(SEAL)

Attest:

By ___________________________

Secretary

THE STATE OF WYOMING,

County of ____________________

On this __________________ day of ______, 19_____, before me personally appeared

_________________________ who, being by me duly sworn, did say that he is the

_________________________ of

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 the Board of Directors and said

acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires on the __________________ day of ______, A. D. ___.

Given under my hand and notarial seal this __________________ day of ______, A. D. ___.
AMENDMENT TO DECLARATION AND AGREEMENT
OF
PROFESSIONAL PARK CONDOMINIUM

WHEREAS, the undersigned parties have executed that

"Declaration and Agreement of Professional Park Condo-

ominium" which has been placed of record in Book 125 of AGDL at

Page 399 in the official records of the County Clerk of Natrona

County, Wyoming, and

WHEREAS, the undersigned parties own property in the

said condominium subject to the terms and conditions of said

Agreement and desire to amend paragraphs 1.5a, 1.5b, 1.18c, and

1.18f, contained on pages 5, 9 and 10 of said agreement.

NOW, THEREFORE, in consideration of the premises, the

undersigned parties hereby amend the said paragraphs to read as

follows:

1.5a. A parking lot totaling 32,140 square feet.

1.5b. A courtyard totaling 9,910 square feet.

1.18c. Premiums

Premiums upon insurance policies purchased by

the Association shall be paid by the Assoca-

tion and charged to each owner of the air space

units so insured.

1.18f. If the proceeds of insurance are not sufficient

to defray the estimated costs of reconstruction

and repair by the Association, assessments shall

be made against the air space unit owners who

own the damaged property, and against all such

owners in the case of damage to general common

elements, in sufficient amounts to provide funds
to pay the estimated costs. Assessments for

damages to the general common elements shall be
prorated on a basis that the square footage of each air space unit bears to the total square footage of all such units. If the proceeds of insurance exceed the cost of reconstruction and repairs of air space units by the Association, the excess shall be refunded to the owners thereof. If the proceeds of insurance exceed the cost of reconstruction and repair by the Association of general common elements, the excess shall be placed in the general fund of the Association to be used for payments of future insurance premiums on the said general common elements.

Executed this 19th day of October, 1966.

PROFESSIONAL PARK, INC.

Attest:

Secretary

President

Donald L. Becker

James W. Thorpen

STATE OF WYOMING } SS
COUNTY OF NATRONA } SS
The foregoing instrument was acknowledged before me this 19th day of October, 1966, by Louis C. Rognstad.
Witness my hand and official seal.

Notary Public

My commission expires July 30, 1961

STATE OF WYOMING } SS
COUNTY OF NATRONA } SS
The foregoing instrument was acknowledged before me this 19th day of October, 1966, by Donald L. Becker and James W. Thorpen.
Witness my hand and official seal.

Notary Public

My commission expires July 30, 1961
SECOND AMENDMENT TO THE
DECLARATION AND AGREEMENT OF
PROFESSIONAL PARK CONDOMINIUM

THIS SECOND AMENDMENT to the Declaration and
Agreement of Professional Park Condominium is made and
executed effective this 21st day of August, 1979, by
PROFESSIONAL PARK, INC., a Wyoming corporation (hereinafter
referred to as "Developer") and all of the Owners of units
in Professional Park (hereinafter referred to as "Owners"),
as their interests may appear, pursuant to the provisions of
1977 §§ 34-20-101 et seq. (hereinafter referred to as the
"Act") for the purpose of amending the original Declaration
and Agreement and for submitting the hereinafter described
real property and improvements located thereon to condominium
ownership.

WITNESSETH:

WHEREAS Developer filed and recorded on August 16,
1966 in Book 125 of A. C. & L. at page 399 a Declaration and
Agreement of Professional Park Condominium ("Original
Declaration") wherein the S½ of Block 113 of Butler Addition
(East) and the improvements thereon situate were declared to
be a condominium project pursuant to the Act, and

WHEREAS pursuant to an amendment filed and recorded
on October 28, 1966 in Book 126 of A. C. & L. at page 476
the original Declaration was amended, and

WHEREAS, Developer and Owners, as their interests
may appear, are the owners of certain real property in the
County of Natrona, State of Wyoming, consisting of an office
building containing a total of units therein and certain
other improvements located thereon, more particularly described
on Exhibit "A" attached hereto and made a part hereof for
all purposes; and
WHEREAS, Developer and Owners desire, by recording this Amendment and the condominium plan and map attached hereto as Exhibit "A" (which is hereby incorporated by reference and made a part hereof), to establish a condominium office project for said office building and extend the terms and conditions of the Original Declaration and this Amendment under the provisions of the Act, to the additional real property described in Exhibit "A" as well as to the property covered by the Original Declaration.

NOW, THEREFORE, Developer and Owners do upon the recording hereof, establish Professional Park, as amended and extended, as a condominium project under the Act and do hereby declare that Professional Park as amended shall, after such establishment, forever be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in any other manner utilized unless vacated, waived, revoked, abandoned or terminated as herein provided, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in the original declaration, the terms of the first amendment, the terms hereof and Exhibit "A" hereto, all of which shall be deemed to run with all or any portion of Professional Park and shall be a burden and a benefit to Developer, Professional Park, Inc. and any persons acquiring or owning any interest in Professional Park, their grantees, heirs, devisees, executors, administrators, successors and assigns.

In furtherance of this condominium project, the original declaration is amended to provide as follows:

1. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meanings:

(a) "Unit" shall mean and refer to an individual air space unit consisting of one or more enclosed rooms occupying all or part of one
or more floors in the office buildings, in the entire Condominium Project having access to a public street, as such air space may be further described and delimited in Paragraph 4 hereof.

(b) "Condominium" shall mean and refer to the separate ownership of a Unit, together with an undivided ownership interest in the limited and general common elements appurtenant to such Unit as set forth and defined in the original declaration and in Exhibit "A".

(c) "Condominium Project" shall mean and refer to Professional Park, as amended and extended, as a condominium project established in conformance with the provisions of the Act.

(d) "Owner" shall mean and refer to a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more Units in the Condominium Project.

(e) "Association" shall mean and refer to Professional Park Association, its successors and assigns, a non-profit corporation organized pursuant to the Wyoming Nonprofit Corporation Act, of which all Owners shall be members, which corporation shall administer the operation and management of the Condominium Project.

(f) "Common Elements" shall mean and refer to both the general and limited common elements as described in the original declaration and Exhibit "A" hereto.

2. The major additional improvements of the Condominium Project consist of one (1) office building. The additional office building is described by Unit number in the building, boundary, dimension and area on the condominium plan and map attached hereto as Exhibit "A". The individual Units, more particularly described in Paragraph 4 hereof, are to be used for business and commercial purposes. Each Owner of a Unit within the Condominium Project shall have an exclusive right to his Unit and shall have the right to share with other Owners the Common Elements subject to the limitations herein-after set forth.

3. The general and limited common elements of the additional real property are as follows:
(a) The general common elements consists of:

(i) The land in the Condominium Project, as more particularly described on Exhibit "A" hereto as Lots 3, 4, 30, 40, 31 and 41.

(ii) The foundations, bearing walls and columns (including any window and door casings therein), roofs, attics, ceilings and floors, halls, lobbies, or thoroughfares such as stairways, corridors, entrances, exits or communication ways and any other portion of the building or other improvement located on the land described above not included within a Unit;

(iii) The premises and facilities used for the maintenance or repair of the additional office building;

(iv) All common entrances, stairways and halls of the building;

(v) All other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

(b) The limited common elements, being those common elements reserved for the use of specified Units to the exclusion of others, consist of:

(i) Storage areas, if any, located in the building;

(ii) Compartment or installations of central services such as power, light, electricity, telephone, gas, cold and hot water, plumbing, reservoirs, water tanks and pumps, incinerators, and all similar devices and installations; and

(iii) Entrance and stairways, if any, designated with a number corresponding to a Unit number as described on the condominium plan and map attached hereto as Exhibit "A".

4. On the condominium plan attached to the original declaration and as attached hereto as Exhibit "A", the office buildings in the condominium project are shown and the Units located therein are numbered by Unit number or letter as set forth below. In determining dimensions and area, each enclosed space in a Unit shall be measured from interior finished, unpainted surfaces of the building walls.

Each Unit shall consist of the following portions of the building:

(a) The interior surface of each bearing wall;

(b) The interior surface of the ceiling:
(c) The upper surface of the concrete sub-floor;

(d) The interior surface (including all glass or glass substitute) of the windows and all doors set in bearing walls;

(e) The air space enclosed within the area described and delimited in (a) through (d), above;

(f) Any and all walls, ceilings, floors, partitions and dividers wholly within such air space (but excluding any pipes, ducts, wires, cables, conduits, bearing beams or supports contained within such walls, ceilings, floors, partitions and dividers or within such air space); and

(g) All plumbing, heating, ventilating, air conditioning, lighting, cooking, and other fixtures and equipment (exclusive of pipes, ducts, wires, cables or conduits) located wholly or partly within such air space.

The percentage of value assigned to each Unit in the Condominium Project as set forth in Exhibit "B" attached, represents the undivided ownership interest of each Owner in the general and limited common elements, and shall be determinative of the proportionate share of each Owner in the proceeds and expenses of administration and the value of the vote of each Owner at meetings of the Association. The total value of the Condominium Project is 100%.

Set forth on Exhibit "B" are:

(a) The Unit number as it appears on the condominium plan attached to the original declaration and as amended and attached hereto as Exhibit "A"; and

(b) The percentage of value assigned to each Unit.

SEE EXHIBIT "B" ATTACHED HERETO

5. Article II of the Plan of Air Space Unit Ownership, Sections 3.4, 3.5, 3.6 and 3.7 and Article III, Section 3.8 all of which are contained in Section III of the Original Declaration, are hereby amended to, among other matters, provide for a unit value of voting in relation or percentage of the Unit square footage to the entire square footage of the project, as follows:

3.4 Voting

Each owner shall be entitled to a vote equal to the value assigned to such unit as set forth in
Exhibit "B" attached to this Second Amendment.

3.4a

Until the project has been fully sold, Developer shall have the percentage vote for each constructed but unsold unit and the percentage vote for those units in the project which are under construction or for which no construction has commenced.

3.5 Majority of Owners

As used in these bylaws, the term "majority of owners" shall mean those owners holding 51% of the percentage of values in accordance with paragraph 3.4 hereof.

3.6 Quorum

Except as otherwise provided in these bylaws, the presence in person, or by proxy, of owners holding 51% of the percentage of the voting values shall constitute a quorum.

3.7 Proxies

Votes may be cast in person or by proxy. Proxies may be filed with the secretary before the appointed time of each meeting.

ARTICLE III

Administration

3.8 Association Responsibilities

The owners of the air space units will constitute the Association of Owners, hereinafter referred to as "Association", who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project, if the owners so desire, pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by owners holding at least 51% of the percentage of voting values, as provided above.

6. Article VI of the Plan of Air Space Unit Ownership, contained within Section III of the Original Declaration, is amended to include the following additional provision:

3.36d. As to repair, maintenance and replacement of general or limited common elements which serve and benefit only a portion of the Owners within the project, and with respect to which the Owners so served are readily ascertainable, the costs and expenses of such repair, maintenance and replacement shall be paid by or assessed against such Owners. It being the intent of this provision to recognize the differential in age of the units, the varying
degree of usage thereof and to the extent possible equitably allocate costs to those Owners benefiting from such expenditures. In the event the benefitted Owners are unable to agree upon the method of allocating and paying such costs as between themselves, the matter shall be submitted to the Board of Directors of the Association whose decision as to assessment and allocation shall be final.

Subparagraph 1.6 ("Proportionate Representation") under Article 8 of the Original Declaration shall be deemed amended to authorize the Board of Directors to make assessments other than on a prorated basis among the Owners where necessary to accomplish the purpose and intent of the foregoing additional provision.

IN WITNESS WHEREOF Developer and the Owners have caused the Second Amendment to be executed the day and year first above written.

PROFESSIONAL PARK, INC., a Wyoming corporation

By

President

OWNERS:

Harlan E. Bailey

V. Dawn Bailey

PROFESSIONAL PARK, INC.

By

President

Craig E. Booth, D.D.S.

Sandra Kay Booth
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).

STATE OF WYOMING

COUNTY OF NATHROA

The foregoing instrument was acknowledged before me by Craig B. Booth, D.D.S. and Sandra K. Booth, this 6th day of August, 1979.

WITNESS my hand and official seal.

Notary Public

R. Marie Johnson

STATE OF WYOMING

COUNTY OF NATHROA

The foregoing instrument was acknowledged before me by Harlan E. Bailey and V. Dawn Bailey, this 6th day of August, 1979.

WITNESS my hand and official seal.

Notary Public

L. J. Franklin

STATE OF WYOMING

COUNTY OF NATHROA

The foregoing instrument was acknowledged before me by Emery C. Hoggard, President of Professional Park, Inc., this 6th day of August, 1979.

WITNESS my hand and official seal.

Notary Public

Evelyn S. Smith
STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by Donald L. Becker, M.D., Partner of Medical Laboratory, a partnership, this 27th day of August, 1979.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by Gaylord Weber, Administrator of Wyoming Construction Advancement, this 27th day of August, 1979.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by Donald K. Allen, D.D.S., this 27th day of August, 1979.

Witness my hand and official seal.

Notary Public

STATE OF WYOMING } SS.
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by Louis C. Rognstad, Partner of All Star Investors, a partnership, this 27th day of August, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

-10- 278383
STATE OF WYOMING  
COUNTY OF NATRONA  

SS.

The foregoing instrument was acknowledged before me by Richard L. Bognatd, this 25 day of August, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF NATRONA  

SS.

The foregoing instrument was acknowledged before me by Michael J. Sullivan and Jane M. Sullivan, this 26 day of August, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF NATRONA  

SS.

The foregoing instrument was acknowledged before me by Fred L. Dowd, Partner of Dowd & Lindberg, a partnership, this 26 day of August, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

STATE OF WYOMING  
COUNTY OF NATRONA  

SS.

The foregoing instrument was acknowledged before me by R. E. Pattaloichi, D.D.S., this ___ day of August, 1979.

Witness my hand and official seal.

Notary Public

My Commission Expires:

-11-

278:83
STATE OF WYOMING  
COUNTY OF NATRONA  

The foregoing instrument was acknowledged before
me by Norma J. Brimmer, this 6th day of August, 1979.
Witness my hand and official seal.

Notary Public

My Commission Expires:

[Seal]
EXHIBIT "A" SECOND AMENDMENT PROFESSIONAL PARK CONDOMINIUM

PROFESSIONAL PARK
A REPIAT OF BLOCK 113 BUTLER ADDITION (EAST)
CASPER NATRONA COUNTY WYOMING
SCALE 1" = 40'