A REPEAT OF
ALL OF BLOCK 113, BUTLER ADDITION (EAST)
CITY OF CASPER, WYOMING

AS

"PROFESSIONAL PARK"
BUTLER ADDITION (EAST)
CITY OF CASPER
NATRONA COUNTY, WYOMING

SCALE: 1" = 40'

CERTIFICATE OF PLATING

PROFESSIONAL PARK, INC., a Wyoming Corporation, hereby certifies that it is the owner of the foregoing Block 113, Butler Addition (East), City of Casper, Natrona County, Wyoming, and that this plat is a true and correct copy of the plat recorded in the office of the Clerk of Courts of Natrona County, Wyoming, and that it is a true and correct representation of the parcel of land described therein.

STATE OF WYOMING
COUNTY OF NATRONA

On the 10th day of September, 1965, before me personally appeared Louis C. Reggiardo, to me personally known, who, being by me duly sworn, did say that he is President of Professional Park, Inc., a Wyoming Corporation, and that he is authorized to execute and acknowledge this instrument in the name of said Corporation.

My Commission expires:

10/10/1965

Louis C. Reggiardo

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA

1. Wilson B. Lash, of Casper, Wyoming, a principal in Worthington, Lash & Associates, Inc., hereby certify that this plat was prepared from surveys taken during the months of June, July, and August, 1965, and that the plat correctly represents the survey and is true and correct in all essential matters.

2. The survey was made in conformance with the Wyoming Surveys Act, Chapter 37, Wyoming Statutes, and dimensions are expressed in feet and inches.

3. The survey was prepared by Wilson B. Lash, of Lash & Associates, Inc., and is based on the recorded North Dakota Grid System. All dimensions shown are referred to the City of Casper, Wyoming.

Wyoming Registration No. 259 Professional Engineer and Land Surveyor

Subscribed and sworn to before me this 9th day of July, 1965.

My Commission expires:

7/9/1965

Wilson B. Lash

PLAT APPROVED

Approved by Community Planning Commissioner of Casper, Wyoming, on the 14th day of June, 1965, and forwarded to the City Council of Casper, Wyoming, with recommendation that said plat be approved.

PLAT APPROVED

Approved by the City Council of Casper, Wyoming, by Resolution No. 15-65, duly passed, adopted and approved on the 7th day of July, 1965.

PLAT APPROVED

Inspected and approved on this 9th day of December, 1965.

COUNTY CLERK

Filed for record in the office of the County Clerk of Natrona County, Wyoming, on this 9th day of December, 1965.
DECLARATION AND AGREEMENT
OF
PROFESSIONAL PARK CONDOMINIUM

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1.2 Description of Project

1.3 Air Space Unit Areas and General Common Elements

1.4 Description of Air Space Units

1.5 General Plans of Construction

1.6 Identification of platted units

1.7 Administration of Project

1.8 Ownership of Air Space Units and General Common Elements

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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

THIS AGREEMENT made this day of , 1996, by and between PROFESSIONAL PARK, INC., a Wyoming corporation, hereinafter called "Developer", and the SIGNATURE, hereinafter called "Tenant", for the construction of a certain multi-unit building on a certain plot of land, more particularly described as follows:

1.1 Description of Property

DEVELOPER is the owner of the South One-half (1/2) of Block 113, Section 13, Block E, Comal County, Texas, hereinafter referred to as "the Property," which is described as follows:

1.2 Description of Project

This project, designated as "PROFESSIONAL PARK", is to consist of a series of multi-unit buildings, each unit to be used for commercial and professional purposes, subject to the provisions hereof. The project is to be constructed in accordance with the plans and specifications hereinafter referred to as "Exhibit A," which is attached hereto and made a part hereof, subject to the provisions hereof.

1.3 Common Areas

The common areas of the project shall include parking areas, walkways, and sidewalks, which are to be maintained by the Developer at its sole expense, and which are to be available to all tenants on a non-exclusive basis.

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1.6 Common Areas

The common areas of the project shall include parking areas, walkways, and sidewalks, which are to be maintained by the Developer at its sole expense, and which are to be available to all tenants on a non-exclusive basis.
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 "A", 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 22,100 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.

1.5f. The general common elements are designated on Exhibit "A" as Tracts 1, 2, 10, 11, 2C and 21, the parking lot being composed of Tracts 1, 2, 10 and 20, and the court yard being composed of Tracts 11 and 21.

1.6 Proportional 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 repairs 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, that 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.

1.8 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 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) 237-8486

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1.14 Waiver of Exemption

No owner of an air space project unit may exempt himself from liability for his contribution toward 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 the mere 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 successors 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:

1.18a. 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.
units, and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees 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.
1.16e. 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.

1.16f. 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.

Taxes 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 Agreement

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 (the above referred to project, hereby subscribed 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 No/100 ($32,822.00) Dollars, payable as follows: One Thousand and No/100 ($1,000.00) Dollars upon the signing of this Agreement; and (None) Dollars within five
(5) days after the date hereof, all the balance at the time of conveyance of title as provided in paragraph 2.2 hereof.

2.1b. BUYER hereby subscribes to this Agreement, and to the Association by-laws, copies of which are attached hereto, in full force, and effect, 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 purchase 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.

2.1c. 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 "C", 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 subscription, 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.

2.3.1 The deed by which DEVELOPER will convey title to BUYER shall be substantially in the form which is attached hereto 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 documents to be executed by BUYER to a lending institution, and to any and all modifications, extensions, and renewals thereof, and to any mortgage or deed of trust made in place thereof.

2.6 Right of Institution

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. CONCLUSION OF OWNERS' BY-LAWS

Plan of Air Space Unit Ownership

Article 1.

3.1 Association of Owners

The parties hereto hereof 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.

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.

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-
ility 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.

3.9 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, 1986. 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 con-
structed, 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 direc-
tors 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 res-
spective 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 oppor-
tunity 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,
television 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 the 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,
in 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 Board of Directors Quorum

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.

Article V.
Officers

3.28 Designation

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 nor 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.

3.31 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.

3.36 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

3.35 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.

3.36 Maintenance and Repair

3.36a 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 all 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, sewage, 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 expenditure 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 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 air space unit shall post any advertisements, signs, 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.
Article VII

Amendments to Plan of Office Ownership

3.41 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 project, as shown in Exhibit "A".

ARTICLE VIII

Mortgages

3.42 Notice to Association

An owner who mortgagess 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:

4.11 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
fide 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 mortgagees 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. An air space unit owner shall give notice to the
Association of every lien upon his unit other than
for permitted mortgages, taxes and special assessments
within five (5) days after the attaching of
the lien.

2. An 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.

5. 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.
4.3 Compliance and Default

An air space unit owner shall be governed by and shall comply with the terms of this agreement and the regulations adopted pursuant thereto. A default shall entitle the Association or other project unit owners to the following relief:

4.3a. Failure to comply with any of the terms of this agreement and regulations adopted pursuant hereto shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association or, in a proper case, by an aggrieved air space unit owner.

4.3b. 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.

4.4 Waiver

The failure of the Association or any air space unit owner to enforce any covenant, restriction or other provision of this agreement shall not constitute a waiver of the right to do so thereafter.

4.5 Covenants 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, successors and assigns shall be bound by all of the provisions of this Agreement.

4.6 Severability

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

This Agreement may be executed in counterparts, each counterpart having the same form and effect as the original copy of said Agreement.

WITNESS WHEREOF, the DEVELOPER and the undersigned BUYER have
executed this Agreement the day and year first above written.

[Signatures]

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ___ day of __________ 1966.

Witness my hand and official seal.

Notary Public

My commission expires __________ 1968.

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me this ___ day of __________ 1966.

Witness my hand and official seal.

Notary Public

My commission expires
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
SORTHINGTON, LEA, ART & ASSOCIATES, INC.
1200 COLTON STREET
CASPER, WYOMING

NOTE
0 Brass cap set, replacing ½" x 10' steel pin
* ½" Rod/Aluminum cap

DATE: January 13, 1966
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. Contractor shall perform all earth and fill work as shown on Blueprints, including:
   a. Excavation (except as noted under work excluded).
   b. Backfilling (except as noted under work excluded).
   c. Finish grading.

2. Work excluded:
   a. Excavation, backfilling for plumbing work.
   b. Excavation, backfilling for electrical work.
   c. Paving.

3. Materials and Methods:

1. Excavation:
   a. Excavate material of every nature & lines, either:
   b. Trim excavation bottoms by hand to "graveled lines".
   c. Unauthorized excavations under slab, fill back with existing pit-run sand and gravel.
   d. Maintain free from water, frost. Protect foundations from freezing and water.
   e. Maintain banks in safe, stable condition.
   f. Re-excavate under footings to sound bearing surface.
   g. Protect from water, frost.
   h. Throw excavated clay, soil, outside building lines.
   i. Remove all excess material from site.

2. Backfilling and Compaction:
   a. Provide shoring and supports for walls, not soil sub-grade.
   b. Obtain inspector's permission before backfilling begins.
   c. Remove debris, rubbish.
   d. Backfill in layers not to exceed 12" thickness, compact each layer using ymastic hammer or related suitable tool approved for fill material used.
   e. Maintain moisture content for maximum compaction.
   f. Puddling not permitted.
   g. Backfill to be free of debris, rubbish, soil, free of materials of different origins.
   h. Backfill under slabs to be pit-run gravel or mechanically compacted excavated material.

3. Grading:
   a. Final 6" of fill shall be top soil when available, plant dust or top soil may be best material obtainable on site.
   b. Cover excavated materials, cut to grade with 6" top soil.
   c. Top soil to be free from rocks, trash.
   d. Slope finish grade away from foundation.
   e. Finish grade to be accurate to contours, elevations within 2'.
   f. aisle elevations in driveways and parking areas 6" drain finish elevations indicated on Site Plan for paving and general base course by others.
   g.……
GENERAL

Contractor shall provide all concrete as shown or required for the completion of the work including:

1. Foundations, footings, walls, etc.
2. Column slabs.
3. Pouring, pumping, curbs and gutters.
4. Headers, anchors, sills, etc.
5. Column heads.
7. Any exterior forms, brackets, etc.
8. Any necessary anchors, hangars, elevators, etc.

Cement:
Portland cement ASTM C150 Type I - use for footing
Portland cement ASTM C150 Type II - use for all concrete in contact with gravel.

Concrete:
Use maximum water/cement ratio of 0.50.

Steel:
Use reinforcing steel ASTM A615, Grade 60 or equivalent.

Reinforcement joints:
2. Wood: 3/8" or 5/8" form.
3. Metal reinforcing is approved, able to produce surface equal to wood form.

Mix: 0.60 non-flowing material.

Reinforcement:
1. Reinforcement must be approved by the architect, both in size and spacing.
2. Bending:
   a. ASTM A615, Grade 60 or equivalent.
   b. ASTM A706, Grade 60 or equivalent.
   c. ASTM A416, Grade 60 or equivalent.
3. Mesh:
   a. ASTM A416, Grade 60 or equivalent.
   b. ASTM A706, Grade 60 or equivalent.
4. Top layer under interior clamps: 2" thick reinforced.
5. Base: Clean, free from loose concrete or debris, etc.
6. Back: Clean, free from concrete or debris, etc.
7. Coloring: Black aluminum "Colorcoat".
1. Admixtures:
   a. Air entraining required, add at mixer
   b. Other admixtures used only as approved.

2. Test:
   a. Slump
      (1) Provide platform, canvas, troughs, 5'0" diameter pan with
          reel and for slump tests to be taken by architect.
      (2) Maximum 7" slump for all concrete.
      (3) Remove from job all concrete exceeding slump maximum.
   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, curbs, etc. worked with edging tools.
   d. Cut forms with oil, wax easily removable.

   Form removal:
   a. Remove form completely.
   b. Leave the rods to be removed within 24 hours, pull.

5. Reinforcement steel placement:
   a. Submit shop drawings 3 copies) jobs by authorized personnel.
   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. Checks 25 bar diameters, 12" minimum, or butt welds as noted.
   g. Steel supports, spacers - sufficient to secure.
   h. Header, 16 ga. black anneal wire at each lap, joint.
   i. Provide %5 support bars as needed.
   j. Minimum concrete cover over reinforcing as follows:
      - Footings 3"
      - Slabs 4" (2" if exposed to weather or earth)
      - Walls 4" or center in wall as shown.
   k. Openings in concrete not shown otherwise, to have (2) %5 bars
      over opening extending 2 foot each side.

6. Expansion joints:
   a. Exterior
      (1) Locate between slabs on earth, exterior vertical
          surfaces.
      (2) Hold down 1/2", fill with A, C, or expansion joint
          cement, where exposed in finished 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 excessive pours as required.
a. Finished Flakes:
   (1) No burrs or sharp edges, remove projections,
       preventing chaffing sections.
   (2) Not more than 1/4" deep, keep wet until each section
       secured.
   (3) Tub with cut-away blocking, water.
   (4) Sand dull to finish flake, all exposed vertical
       surfaces.
   (5) Do not add spirit or water in finishing.

b. Concrete Floor finishing:
   a. Concrete to be finished by skilled, professional finisher;
      only. Linen or flax and lasts of floor finishing must be
      furnished by architect.
   b. Catch, strike off true to required level.
   c. Braze, bond, except where closed to drains.
   d. Make allowance for thickness of floor covering.

c. Finishes:
   (1) Natural stone finish
      a. Tier with special tool.
      b. Brush with straight edge.
      c. Finish with wood tool.
      d. After set completely set, brush again,
         surface not to be covered.
   (2) To leave 1/8" per 8" square straight
      edge.
   (3) Use for all interior surfaces.
   (4) Prime and separate schedule the finisher
      according to manufacturer's specifications.

d. Protection, Guard:
   a. Protect work from dust by means from loss of surface
      moisture for 7 days.
   b. Keep covered for 24 hours.
   c. Cure floors thoroughly, clean and dry perfectly.

b. Apply three coats hardener, at rate of 1 pt. per 100 sq. ft.
2. Structural Steel
   a. Structural Steel: AISC 1-96
   b. Arc welding electrodes: American Welding Society
   c. Paint: Zinc chromate
   d. Shop drawings: required (6 copies)


2. Welding:
   a. Shop, field welding operators qualified by test - American Welding Society
   b. Machines: 300 to 400 amp, 30 - 40 volts
   c. Paint or zinc metal: Primers unless noted, sufficient to develop colors in member. Prime all exposed welds.

3. Painting:
   a. Shop paints: Zinc chromate
   b. Surface: clean, dry, free of rust, scale, foreign material.
   c. Do not paint areas to be field welded, stressed in concrete.
   d. Field paints: spot joint holes, welds, damaged paint.

   a. Concrete: 40 psi Portland Cement
   b. Joint: 3 joint bed, 2 joint bed
   c. Provide temporary steps and handrails.
   d. Leveling: tolerance: 1 in 500.
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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).
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Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8486
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Compliments of:
FIRST AMERICAN TITLE INSURANCE CO., INC.
120 N. Center Street • Casper, WY 82601 • (307) 237-8466
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THE STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THE AIA SHORT FORM CONTRACT FOR
SMALL CONSTRUCTION CONTRACTS
WHERE THE BASE 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 1. CONTRACT DOCUMENTS

The contract includes the AGREEMENT and its GENERAL CONDITIONS, the DRAWINGS, and the SPECIFICATIONS. Two or more copies of each, as required, shall be signed by both parties and each signed copy of each remains with each party. The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefor.

The documents are to be considered as one, and whenever called for by any one of the documents shall be as binding as if called for by all.

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, EMPLOYEES

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 trade.

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 unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Changes in existing facilities shall be made in accordance with the drawings and specifications.

ARTICLE 6. PROTECTION OF WORK, PROPERTY, AND PERSON

The Contractor shall 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 make changes in the work, the Contract Sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost 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. The contractor shall remedy any defects due to faulty materials or workmanship which appear within one year from the date of completion of the contract. The provisions of this article apply to work done by sub-contractors 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 provision of the contract, the Owner, after seven days notice, may terminate the contract and his surety if any may, without prejudice to any other remedy he may have, make good the deficiencies and may deduct the cost thereof from the progress payment due the Contractor or, at his option, may terminate the contract and take possession of all materials, tools, and appliances and finish the work by such means as he may see 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 payment for all work executed and any loss or damage caused by the Owner.

ARTICLE 12. PAYMENTS

Payments shall be made as provided in the Agreement. The payment is due within ten days after the completion of the work.

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 benefit acts, and claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of and during operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. The 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 claims under this contract, and no other insurance for damage which the Contractor is required to insure under any provision of this contract.

ARTICLE 15. FIRE INSURANCE WITH EXTENDED COVERAGE

The Owner shall effect and maintain fire insurance with extended coverage upon the entire structure or the work of this contract to be done in one hundred per cent of the insurable value thereof, including items of labor and materials constituting the work, whether or not adjacent to the structure insured, materials in place or to be used as part of the permanent structure (including surplus materials, tools, plant, temporary structures, miscellaneous materials and supplies incidental to the work, and such scaffolding, staging, towers, forms, and equip-
ment as are not owned or rented by the contractor, the cost of which is included in the cost of the work. Exception: The insurance 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 shall be by hired or other structures erected for holding the work or workmen. The loss, if any, is to be made adjustable with and payable to the owner as trustee for the interested owners and 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 mortgagee as his interest may appear.

Certificates of such insurance shall be filed with the contractor if so required. If the owner fails to effect or maintain such insurance as above and so notifies the contractor, the contractor may require the owner to provide proof of such insurance and charge the cost thereof to the owner. If the contractor is damaged by failure of the owner to maintain such insurance or to so notify the contractor, he may recover as adjusted in the contract for recovery of damages. If other general 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 all subcontractors waive all rights, except against the owners, for damages caused by fire or other peril covered by insurance provided under the terms of this article except such rights as they may have to the proceeds of insurance held by the owner as trust.

The owner shall be responsible for and at his option may cause to be repaired any party in interest, the owner as trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money held from insurance in an account separate from all his other funds and he shall distribute it in accordance with the amount of the premium on the policy and under the award of arbitrators appointed, one by the owner, another by joint action of the other parties in interest, all other procedure being as provided elsewhere in the contract for arbitration. If it fails to agree in the award of arbitrators, the replacement of injured work shall be ordered and executed as provided for changes in the work.

The owner shall have power to adjust and settle any loss with the insurance unless one of the contractors interested in such object in writing within three working days of the occurrence of loss, and thereafter arbitrators shall be chosen as above. The trustee shall in that case make a settlement with the insurer in accordance with the direct opinion of such arbitrators, who shall also, if they determine distribution is required, direct such distribution.

ARTICLE 16. LIENS

The final payment shall not be due until the contractor has delivered to the owner a complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the owner indemnifying him against any lien.

ARTICLE 17. SEPARATE CONTRACTS

The owner has the right to let other contracts in connection with the work and the contractor shall properly cooperate with any such other contractors.

ARTICLE 18. THE ARCHITECT'S STATUS

The architect shall be the owner's representative during the construction period. He has authority to stop the work if necessary to ensure its proper execution. He shall certify to the owner when payments under the contract are due and be authorized to be paid. He shall make declarations on all claims of the owner or contractor. All his decisions are subject to arbitration.

ARTICLE 19. AERATION

Any disagreement arising out of this contract or from the breach thereof shall be submitted to arbitrators, and judgment upon the award rendered by them shall be entered in the court of the state, where the premises are located, and judgment shall be given by the jury in accordance with the decision of the arbitrators. The owner, contractor, and all subcontractors shall have a right to appeal to the Supreme Court from any judgment against them. The arbitration shall be held under the Standard Form of Arbitration Procedure of The American Institute of Architects or under the rules of the American Arbitration Association.

ARTICLE 20. CLEARING UP

The contractor shall keep the premises in a state of cleanliness, and the premises thereon cleared of all materials and rubbish and all tools and implements and surplus materials and leave the building in a clean state.

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

Owner

Contractor
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
precepts 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 ____________________

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 true and correct copy of said corporation.

My Commission expires on the ____________________ day of ____________________, A.D. 19___

Given under my hand and notarial seal this ____________________ day of ____________________, A.D. 19___.

Notary Public.
AMENDMENT TO DECLARATION AND AGREEMENT
OF
PROFESSIONAL PARK CONDOMINIUM

WHEREAS, the undersigned parties have executed that
certain "Declaration and Agreement of Professional Park Condo-
minium" which has been placed of record in Book 125 of AG&L 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 court yard totaling 9,910 square feet.
1.18c. Premiums

Premiums upon insurance policies purchased by
the Association shall be paid by the Associa-
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 owner 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

[Signature]

By [Signature]
President

Donald L. Becker
JAMES W. THORPEN

STATE OF WYOMING ) SS
COUNTY OF NATRONA )

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 )

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