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**Green River City, Sweetwater County, Wyoming  
Condominium Declaration and  
Covenants, Conditions and Restrictions**

**CONDOMINIUM DECLARATION AND  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE RIDGE**

**ARTICLE I  
RECITALS AND CERTAIN DEFINITIONS**

The Ridge Investment Properties, LLC, a Utah limited liability company ("**Declarant**") makes this Condominium Declaration and Covenants, Conditions, and Restrictions for the Project (as defined below) upon the basis of the following facts, understandings and intentions:

Section 1.1 The Declarant; The Real Property. Declarant is the Owner of all that certain real property (the "**Real Property**") located in Green River, Sweetwater County, Wyoming, which is more particularly described in Exhibit A attached hereto and made a part hereof. Declarant is presently constructing upon the Real Property certain improvements consisting of Townhomes and Patio Homes known as "The Ridge" with landscaped areas, walkways, parking areas and streets (all of said improvements being referred to herein as the "**Improvements**"). The Real Property and the Improvements together constitute the "**Project**."

Section 1.2 Intention of Declarant. Declarant intends (i) for each Townhome and Patio Home unit to be a condominium as defined in Chapter 20 of title 34, Wyoming Statutes (the "**Condominium Ownership Act**"); and (ii) to sell the condominiums thus created.

Section 1.3 The Project. The Units are all integral parts of an overall development. The utility and enjoyment of each Unit is dependent upon common elements of the Improvements and requires the establishment of easements and covenants for the common and joint government of the Real Property and Improvements in a manner beneficial to all of the Units, all components thereof and all interests therein. Accordingly, Declarant desires to

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establish and create easements, covenants and restrictions to provide for the joint use, management, government and operation of the Units as part of a common plan for the joint use and occupancy of each and every part of the Project and interest therein.

NOW, THEREFORE, incorporating the foregoing Recitals, Declarant hereby creates and establishes easement, covenants and restrictions which shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Owners of the Units and every part thereof and every interest therein as part of a common plan to regulate and govern the joint use and occupancy of the Real Property and Improvements, to enhance the value thereof, and for other beneficial purposes.

## ARTICLE II ADDITIONAL DEFINITIONS

The following terms shall have the following meanings when used herein unless the context otherwise requires.

Section 2.1        **"Articles"** shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of State of the State of Wyoming, a copy of which is attached hereto marked as Exhibit B and made a part hereof.

Section 2.2        **"Assessment"** shall mean that portion of the cost of maintaining, improving, operating and managing the Project, which is to be paid by each Owner as determined by the Association.

Section 2.3        **"Association"** shall mean and refer to The Ridge Owners' Association, Inc., a Wyoming nonprofit corporation, the Members of which shall be Owners of the Units.

Section 2.4        **"Association Easements"** shall mean easements granted to Owners and the Association for the benefit of its Members.

Section 2.5        **"Association Property"** shall mean all real and personal property now or hereafter owned by or leased to the Association.

Section 2.6        **"Association Rules"** and/or **"Regulations"** shall mean the rules and regulations of the Association as adopted and/or amended from time to time.

Section 2.7        **"Board"** and **"Board of Directors"** shall mean and refer to the governing body of the Association.

Section 2.8        **"Buildings"** shall mean all of those structures located upon the Real Property, comprised of Townhomes and Patio Homes where the Townhomes are in structures with two (2) aboveground stories, with the ground level containing mechanical and parking areas and Patio Homes with three (3) aboveground stories, with the ground level containing mechanical and parking areas.

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Section 2.9        **"Bylaws"** shall mean or refer to the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto marked as Exhibit C and made a part hereof.

Section 2.10       **"Common Area"** shall mean all Common Areas which are not Limited Common Area.

Section 2.11       **"Condominium"** shall mean a Unit and the undivided interest therein (expressed as a percentage of the entire ownership interest in the Common Areas appurtenant to such Unit, as set forth in Exhibit E attached hereto and by this reference made a part hereof) as defined in the Condominium Ownership Act.

Section 2.12       **"Condominium Plan"** shall mean and refer to a diagrammatical floor plan, pursuant to the Condominium Ownership Act.

Section 2.13       **"Convertible Space"** shall mean the condominium space described in Section 19.2 which may hereafter be converted as a whole or in part to Units, Common Areas, or Limited Common Areas as provided in ARTICLE XIX.

Section 2.14       **"Declarant"** shall mean and refer to The Ridge Investment Properties, LLC, a Utah limited liability company, together with its successors and assigns.

Section 2.15       **"Declaration"** shall mean and refer to this enabling Declaration.

Section 2.16       **"Improvements"** shall mean all of the improvements located upon the Real Property including, but not limited to, the Buildings, exterior sidewalks and landscaped areas, and all other improvements referenced in Paragraph A of the Recitals, above.

Section 2.17       **"Limited Common Area"** shall mean any portion of the Common Area allocated by this Declaration or by operation of law for the exclusive use of one or more, but fewer than all, of the Units as provided in Article VI; such portions and components to include, but without limitation, all utility pipes, security and life safety systems, lines, conduits, ducts and flues to the outlets thereof, all structural bearing portions of the Buildings and all columns and girders, regardless of location, and service areas of the Buildings.

Section 2.18       **"Member"** shall mean and refer to a member in the Association.

Section 2.19       **"Mortgage"** shall mean any mortgage, deed of trust, or other security instrument by which a Unit or any part thereof is encumbered.

Section 2.20       **"Mortgagee"** shall mean any Person, partnership, corporation, trust, bank, savings and loan association, insurance company or other financial institution holding a recorded mortgage or deed of trust which constitutes an encumbrance upon any Unit securing payment of money other than this Agreement and liens for real estate taxes and assessments.

Section 2.21       **"Mortgagor"** shall include the trustor or grantor of a deed of trust as well as a mortgagor.



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Section 2.22      **"Occupant"** shall mean the Owner and/or tenant of a Unit or interest therein.

Section 2.23      **"Owner"** or **"Owners"** shall mean or refer to the record holder or holders of title, if more than one, of a Unit, or a portion thereof. This shall include any Person having fee simple title to any Unit, but shall not include contract sellers under a recorded installment land sale contract of any specific Unit. "Owner" shall not include Declarant unless Declarant otherwise qualifies as an "Owner" hereunder, and those Persons or entities having any interest merely as security for the performance of any obligation. If a Unit, or any portion thereof is sold under a recorded installment land sale contract to a purchaser, such purchaser, rather than the fee owner, shall be considered the "Owner" for the purposes hereof.

Section 2.24      **"Parcel Map"** shall mean that certain Condominium or Parcel Map for The Ridge filed or to be filed for record in the office of the County Clerk of Sweetwater County, Wyoming, a reduced copy of which is attached marked as Exhibit D and made a part hereof, consisting of a plat or survey map of the surface of the ground of the Real Property showing a survey and legal description thereof, the location of the Buildings with respect to the boundaries of the Real Property, together with the diagrammatic floor plans of the Buildings showing the boundaries of each Unit, including horizontal and vertical locations and dimensions of all boundaries of each Unit and the Unit number identifying the Units, together with such other information as may be included therein in the discretion of Declarant.

Section 2.25      **"Person"** shall mean a natural Person, a corporation, a partnership, a trustee or other legal entity.

Section 2.26      **"Project"** shall mean the Real Property and Improvements, together with all appurtenant rights and interests.

Section 2.27      **"Real Property"** shall mean all that certain real property more particularly described and shown on the Parcel Map.

Section 2.28      **"Parking Areas"** shall mean those areas shown and numbered on the Parcel Map to be filed for record, as Parking Areas.

Section 2.29      **"Townhomes"** shall mean and refer to those certain structures that are two levels including parking on the ground level.

Section 2.30      **"Patio Homes"** shall mean and refer to those certain structures that that are three levels including parking on the ground level.

Section 2.31      **"Unit"** shall mean the separate interest in a Condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows, and doors thereof as shown and numbered on the Parcel Map to be filed for record, together with all fixtures and improvements therein contained, and such other Units that are designated as Units pursuant to an amendment to this Declaration recorded in the office of the County Recorder of Sweetwater County, State of Wyoming pursuant to the provisions of ARTICLE XIX below. Notwithstanding the foregoing, the following are not part of a "Unit": bearing walls, columns, floors, and roofs (except for the interior surfaces thereof within a Unit), foundations, shafts, central heating

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systems, reservoirs, tanks, pumps, and other services used by more than one Unit, pipes, vents, ducts, flues, chutes, conduits, and wires, except the outlets thereof when located within the Unit. The interior surfaces of a perimeter window or door means at the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area as herein defined


Section 2.32 "User" shall mean all Owners and Occupants of a Unit, and all licensees, invitees, employees and agents thereof.

**ARTICLE III  
STATEMENT OF INTENTION AND PURPOSE; NOTICE OF MASTER  
DECLARATION AND MASTER ASSOCIATION;  
AND RESERVATION OF LICENSE**

Section 3.1 Declaration. Declarant hereby declares that the Project and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved, and otherwise affected in any manner, subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plans and scheme of condominium ownership referred to in Article I and are further declared to be for the benefit of the Project and every part thereof and for the benefit of each Owner. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Declarant and the Declarant's assigns and to all Persons hereafter acquiring or owning any interest in the Project, however such interest may be obtained.

Section 3.2 Reservation of Rights. Declarant, for itself and its successors and assigns, hereby reserves an irrevocable license for the parking of vehicles over and across those areas adjoining the Townhomes and Patio Homes which are designated as "**Parking Area**" on the Parcel Map, together with the right of ingress and egress thereto over and across the Townhomes and Patio Homes and the Real Property, as necessary. Declarant hereby covenants and agrees that this license shall be exercised by Declarant to provide specific parking rights only to the Owners, Occupants and their tenants and/or invitees in a manner determined by Declarant in its sole discretion. It is understood and agreed that, subject to this license, the Association shall maintain and operate the Parking Area as designated on the Parcel Map as Common Area as provided in this Declaration. It is furthermore understood and agreed that as long as the Declarant retains an ownership interest in any Unit any action taken by the Association and/or the Board pertaining to the Parking Areas as designated on the Parcel Map shall be subject to the prior approval of the Declarant.

The rights reserved herein and in the Bylaws for the benefit of Declarant are as follows: to complete the improvements indicated on the Condominium Plat; to maintain signs advertising the Condominium; and to appoint or remove members of the Board until seventy five percent (75%) of all existing Units are sold.

  
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**ARTICLE IV**  
**NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

Section 4.1     Estates of an Owner.     The Project is hereby divided into Condominiums, each consisting of a separate interest in a Unit, plus the Limited Common Area appurtenant to that Unit. Each Unit shall also consist of an undivided interest in the Common Area in accordance with the Parcel Map. In addition, each Unit includes a share of the Common Area not otherwise allocated above in the proportions set forth in Exhibit E. The percentage of ownership interest in the Common Area, which is to be allocated to each Unit for purposes of tax assessment under Section 34-20-104 of the Wyoming Statutes and for purposes of liability as, provided by Section 34-20-102 of the Wyoming Statutes shall be the same as set forth in Exhibit E. The percentage of ownership interest in the Common Area is based upon the size (square feet of floor space) of each Unit. The percentage of ownership interest in the Common Area is calculated by dividing the number of square feet of floor area of each Unit by the number of square feet of floor area of all Units in the Condominium. Notwithstanding that square feet of floor area may be measured differently, the number of square feet of floor area set forth on Exhibit E shall be conclusive and final for purposes of this Declaration. The percentages appurtenant to each Unit as shown in said Exhibit E shall have a permanent character and shall not be altered (a) except with the unanimous written consent of all Owners expressed in an amendment to this Declaration duly recorded, and (b) except to the extent necessary to allow for the conversion of convertible space as provided in ARTICLE XIX; provided however, that in the event of expansion conversion of convertible space, undivided ownership interests in the Common Areas shall be re-allocated pursuant to this Section 4.1.

Section 4.2     Limited Common Area.     In addition to the items set forth in Article VI, Limited Common Area shall consist of patios adjacent to each Townhome and Patio Home Unit for the exclusive use of that Unit. The two handicap designated parking stalls as shown on the Parcel Map shall be Limited Common Area assigned for the use of Building 2 Unit A and Building 2 Unit B until designated otherwise by the Association. The Limited Common Areas shall be used in connection with, and maintained separately by the Owner of such Townhome or Patio Home to the exclusion of the use thereof by the other Owners except by invitation.

Section 4.3     Common Area -- Parking.     The Association shall maintain as part of the Common Area the Parking Areas as shown on the Parcel Map for the use of those Owners and Occupants, and their tenants and/or invitees as designated by the Declarant.

Section 4.4     Right to Combine Units.     Declarant reserves the right to combine physically the area or space of one Unit with the area or space of one or more adjoining Units. Such combination shall not prevent separate ownership of such Units in the future. Declarant reserves the right to designate and convey to any purchaser of such combined Units as additional Limited Common Area any walls, floors, or other structural separations between Units so combined, or any space which would be occupied by such structural separations but for the combination of the Units. Such structural separations and such space shall automatically become Common Area if the combined Units become subject to separate ownership in the future. Combination of Units shall not affect the percentage of ownership interest calculation as set forth in Exhibit E.



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Section 4.5      Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Wyoming.

Section 4.6      Inseparability. No part of a Unit or of the legal rights comprising ownership of that Unit may be separated from any other part of that Unit during the period of Condominium ownership prescribed herein, so that each Unit and the undivided interest and/or share in the Common Area appurtenant or allocated to such Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance, or other disposition of a Unit or any part thereof shall be presumed to be a gift, devise, request, transfer, encumbrance, or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

Section 4.7      Partition Not Permitted. The Common Area shall be owned in common by all Owners of Units, and no Owner may bring any action for partition thereof.

Section 4.8      Owner's Right to Common Area. Subject to the limitations contained in this Declaration, and to the Association Rules and Regulations, each Owner shall have the nonexclusive right to use and enjoy the Common Area, and shall have the exclusive right to use and enjoy the Limited Common Area designated herein for exclusive use by such Owner.

Section 4.9      Taxes and Assessments. Each Owner shall execute such instruments and take such actions as may reasonably be specified by the Association to obtain separate real property tax assessments of the interest of each Owner in each Unit. If any taxes or special district or other assessments may, in the opinion of the Association, nevertheless be a lien on the Project or any part thereof, the Association shall pay the same and assess the same to the Owner or Owners responsible therefor. Each Owner shall pay the taxes or assessments assessed against such Owner's Unit or interest therein, or such Owner's interest in the Common Area or any part thereof directly to the County. Each Owner shall pay all taxes, rates, impositions, and assessments levied against the Project or any part of the Common Area in proportion to such Owner's interest in such Common Area as set forth in Exhibit E, and such payment is to be made to the Association at least thirty (30) days prior to the delinquency of such tax or assessment. Each such unpaid tax or assessment shall bear interest at the rate of ten percent (10%) per annum from and after the time the same becomes payable by each Owner and shall be secured by the lien created by Section 10.6 hereof. Notwithstanding the foregoing, taxes, assessments, or other charges attributable to the Common Area shall be apportioned among the Owners as provided in Article X hereof.

Section 4.10      Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right to paint, repaint, tile, paper, or otherwise maintain, refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors and to clean the interior surfaces of windows, all of which form the boundaries of that Owner's Unit and all walls, ceilings, floors, and doors within such boundaries.

Section 4.11      Windows. The cleaning of exterior surfaces of windows (except for those windows between a Unit and that Unit's Limited Common Area) is expressly reserved to



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the Association. No Owner may, without the consent of the Association, place anything in or on the Unit windows, which is in variance with the general appearance of windows of similar Units.

Section 4.12 Easements for Encroachments. If any part of the Common Area encroaches or shall hereinafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Area or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Unit. Encroachments referred to herein include, but are not limited to, encroachments caused by settling, rising, or shifting of the earth or by changes in position caused by repair or reconstruction of the Project or any part thereof.

Section 4.13 Easements of Access for Repair, Maintenance, and Emergencies. Some of the Common Area is or may be located within the Units or may be conveniently accessible only through the Units. The Owners shall have the irrevocable right, to be exercised by the Association as their agent, to have access to all parts of the Project from time to time during such reasonable hours as may be necessary, and with such notice as may be specified in tenant leases, if any, except in cases of emergency, for the maintenance, repair, or replacement of any of the Common Area located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Project. (As used herein "emergency" means repair, maintenance, or replacement, which is required to rectify or mitigate any condition that imposes a real and immediate risk of injury to a Person, or serious and irreparable damage to property). The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Area or as a result of emergency repairs within another Unit at the insistence of the Association or of Owners shall be an expense of all of the Owners; provided however, if such damage is the result of negligence of the Owner of a Unit, then such Owner shall be financially responsible for all of such damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Article X below.

Section 4.14 Owner's Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Common Area reasonably necessary for access to such Owner's Unit, any parking space or spaces which such Owner has the right to use and to the Limited Common Area designated for use in connection with such Owner's Unit and shall have the right to the horizontal and lateral support of such Owner's Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

Section 4.15 Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area maintenance and storage facilities for use by the Association.



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Section 4.16 Easements and Utilities. In order to adequately serve each Unit, utility facilities may be constructed and may encroach on Common Area or on the Units. An easement for such encroachment and for the maintenance of the same shall and does exist.

Section 4.17 Declarant's Right Incident to Construction. Declarant shall have the right to and does hereby reserve an easement and right-of-way for ingress and egress over, upon, under, through and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary incident to Declarant's development of the Project.

Section 4.18 Easements Deemed Created. All conveyances of Units, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to this Article IV, even though no specific reference to such easements or to this Article IV in any such conveyance.


Section 4.19 Maintenance and Management of Common Areas. The Association may hire an outside building management company or building manager ("Manager"), which shall be instructed to act prudently and diligently to manage and control the Common Area in a manner compatible with good business practices and for the benefit of all Owners. Maintenance of the Common Area shall be an expense of all Owners. Maintenance of the Limited Common Areas shall be an expense of the Owner of the Unit to which such Limited Common Area is appurtenant.

## ARTICLE V DESCRIPTION OF A CONDOMINIUM

Section 5.1 Description of Condominium. Every contract for the sale of a Unit and every other instrument affecting title to a Unit shall describe that Unit by the number shown on the Condominium Map or Parcel Map and in this Declaration as each appears on the records of the County Clerk of Sweetwater County, Wyoming in the following fashion:

Unit \_\_\_\_\_ as shown on the Condominium Map for The Ridge recorded in the Records of Sweetwater County, Wyoming as Instrument No. \_\_\_\_\_ and as defined and described in that Condominium Declaration for The Ridge recorded in the Records of Sweetwater County, Wyoming as Instrument No. \_\_\_\_\_.

Such description shall be construed to describe the Unit together with the appurtenant undivided interest in the appropriate Common Area, and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in this Declaration.

  
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## ARTICLE VI LIMITED COMMON AREA

Section 6.1      Description. Any tanks, pumps, motors, ducts, chutes, flues, pipes, plumbing, wires, conduits, and other utility or life safety system, equipment, installation, or fixture serving only one Unit is Limited Common Area of that Unit. Any patios, and all exterior doors and windows or other fixtures designed to serve a single Unit but which are located outside the appurtenant Unit's boundaries, are Limited Common Areas allocated exclusively to that Unit.

Section 6.2      Reallocation. Limited Common Area may be reallocated between Units or Common Area reallocated as Limited Common Area or Limited Common Area may be incorporated into an existing Unit with the approval of all the Owners. The reallocation or incorporation shall be reflected in an amendment to the Declaration and Parcel Map. The Owner or Owners benefited thereby shall bear all costs associated therewith in proportion to the relative benefits to each such Unit as determined by the Board.

Section 6.3      Use and Access. The Owner of the Unit to which Limited Common Area is allocated shall have the right to the exclusive use of the Limited Common Area, which right shall extend to the Owner's Occupants, tenants, family members, invitees, guests and other Users authorized by the Owner.


## ARTICLE VII MECHANIC'S LIEN RIGHTS

Section 7.1      Condominium Labor. No labor performed or services or materials furnished with the consent or at the request of an Owner or such Owner's agent, contractor, or subcontractor shall be the basis for the filing of a lien against the Unit of any other Owner or against any part thereof or against any other property of any other Owner unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services. Such express consent shall be deemed to have been given by the Owner of any Unit in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if duly authorized by the Association, shall be deemed to be performed or furnished with the express consent of each Owner. Any Owner may remove such Owner's Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien, which is attributable to such Owner's Unit.

## ARTICLE VIII THE ASSOCIATION

Section 8.1      Membership. The Articles of Incorporation and Bylaws of the Association copies of which are attached hereto are made a part of this Declaration. Every Owner shall be entitled and required to be a Member of the Association. If title to a Unit is held by more than one Person, the membership related to that Unit shall be shared by all such

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Persons in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by that Owner. No Person or entity other than an Owner may be a Member of the Association, and the Articles of Incorporation or Bylaws of the Association always shall so state and shall in addition state that the memberships in the Association may not be transferred except in connection with the transfer of a Unit; provided, however, the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.


Section 8.2 Voting Rights. Initially there shall be two (2) classes of voting Members, Class A and Class B.

(a) Class A Members. Class A Members shall be all Owners, with the exception of Declarant until the Class B Membership, as defined below, has been converted to Class A Membership, and after such conversion all Owners shall be Class A Members. Each Class A Member's voting right shall be based upon a percentage basis. The percentage basis to which each Class A Member is entitled shall be the percentage of ownership interest in the Common Area which is set forth in Exhibit E attached hereto. When more than one (1) Person owns a portion of a Unit, each such Person shall be a Member of the Association and any vote allowed for such Unit shall be exercised as said Persons determine, but in no event shall more than one (1) Class A Member vote be cast with respect to any one (1) Unit. The Association may, but shall not be obligated to recognize the vote or written consent of any co-Owner except the vote or consent of the co-Owner designated in writing executed by all such co-Owners and delivered to the Association. The number of votes appurtenant to each Condominium as set forth in said Exhibit E shall have a permanent character and shall not be altered without the unanimous written consent of all Owners expressed in a duly recorded amendment to this Declaration except to the extent necessary to allow for the expansion or contraction of the project or the conversion of convertible space or land as provided in ARTICLE XIX of this Declaration.

(b) Class B Members. The Class B Member shall be the Declarant. The Class B Member's voting rights shall be based upon a percentage basis multiplied by three (3). The percentage basis to which the Class B Member is entitled shall be the percentage basis which is set forth in Exhibit E attached hereto. The Class B Membership shall cease and be converted to Class A Membership on the earlier of when (i) Declarant owns less than twenty five percent (25%) of the total square footage of all Units; or (ii) December 31, 2012.

Section 8.3 Election of Directors. Upon the termination of the Class B Membership pursuant to Section 8.2, the Board of Directors of the Association shall be elected in accordance with the Bylaws.

Section 8.4 Transfer. Except as otherwise expressly stated herein, any of the rights, interests, and obligations of the Association set forth herein or reserved herein may be transferred or assigned to any other Person or entity; provided, however, no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owner as set forth herein.

  
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Section 8.5      Amplification. The provisions of this Article VIII are amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, no present or future provision of such Articles of Incorporation or Bylaws shall substantially alter or amend any of the rights or obligations of the Owners set forth herein, except as provided in Article XIX.

Section 8.6      Voting and Approvals. No action requiring a vote, the consent or the approval of the Members, with the exception of the election of the Board of Directors as set forth in Section 8.3 above, shall be deemed passed or approved except upon the affirmative vote of seventy-five (75%) of the Members based upon the percentage basis to which each Member is entitled as set forth in Section 8.2, including the affirmative vote, consent or approval of seventy-five (75%) of the Members owning Units based upon the percentage basis to which each Member is entitled as set forth in Section 8.2.

## ARTICLE IX CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 9.1      The Management Body. The Association is hereby designated to be the "**Management Body**" and shall administer the Project in accordance the Articles of Incorporation and Bylaws of the Association, and the provisions of this Declaration.

Section 9.2      The Common Area. The Association, subject to the rights of the Owners set forth in Article IV hereof, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair; however, each Owner of a Unit shall keep the Limited Common Area designated for use in connection with such Owner's Unit in a clean, sanitary, and attractive condition and shall maintain and repair the heating equipment and hot water heater, and/or any other equipment servicing such Owner's Unit exclusively. The Association shall be responsible for the maintenance and repair of exterior surfaces of Buildings and Improvements located on the Project including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the landscaping and the care of the grounds, the maintenance and repair of roofs, and the maintenance and repair of other Common Area, including utility lines and all other improvements or materials located within or used in connection with the Common Area. The Association shall be responsible for the removal and disposal of all snow and ice so as to maintain clear access, and ingress and egress, to all driveways, parking areas, and pedestrian pathways and sidewalks. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit the Association's duties with respect to other Common Area, as set forth in the first sentence in this section. For all other duties as set forth in this section, the Manager hired by the Association under Section 4.9 shall attend to the same, and the Association shall oversee the Manager in the performance of these duties. The cost of such management, maintenance, and repair by the Association shall be borne as provided in Article X.

The Association by and through the Association's officers shall have the right to grant easements for utility purposes over, upon, across, under, or through any portion of the Common

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Area, and each Owner hereby irrevocably appoints the Association and the Association's officers as attorney-in-fact for such purposes.

Section 9.3 Miscellaneous Services. From time to time, the Association may obtain and pay for the services of any Person or entity to manage the Association's affairs, or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any Person or entity with whom or which the Association contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. The Association may arrange with others to furnish electrical, water, sewer, trash collection, and other common services to each Unit.

Section 9.4 Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as the Owner's respective voting interests. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under the foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 9.5 Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units and of the Common Area, which Rules and Regulations shall be consistent with the rights and duties established in this Declaration. Such Rules and Regulations may include, without limitation, assignment of particular portions of garage areas and parking areas within the Common Area for exclusive use by Owners of particular Units. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner or such Owner's Users fail to comply with such Rules and Regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action, including, without limitation, injunctive action against any Owner to enforce compliance with such Rules, Regulations, or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

The Association is hereby appointed as the Owners' representative for the purpose of enforcing compliance with such Rules and Regulations. If a Manager is hired by the Association under Section 4.19 it may also be appointed by the Association to serve as such Owner's representative, so long as the Association provides adequate supervision of the activities of such Manager.

Section 9.6 Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.



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Section 9.7 Association Property. The Association may accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including (a) easements for operation and maintenance purposes over any portion of the Project and (b) The Association Easements. For purposes of this section, a nonexclusive easement, license or other contractual right to use in favor of the permitted users or any of them shall not be deemed a lien or encumbrance.

Section 9.8 Title to Property Upon Dissolution. The Association may convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.


## **ARTICLE X ASSESSMENTS**

Section 10.1 Agreement to Pay Assessment. Declarant, for each Unit owned by Declarant within the Project and for and as the Owner of the Project and every part thereof, hereby covenants, and each Owner of any Unit by the acceptance of a deed, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association periodic assessments made by the Association for the purposes provided in this Declaration and special assessments for capital improvements and other matters as provided in this Declaration. In the case of joint or co-ownerships this liability shall be joint and several. Such assessments shall be fixed, established, and collected from time to time in the manner provided in this Article X.

Section 10.2 Amount of Total Periodic Assessments. The total periodic assessments against all Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses connected with the maintenance and operating of the Common Area and the Parking Areas, or the furnishing of electrical, water, sewer, trash collection, and other common services to each Unit to the extent not separately metered and/or billed to a specific Unit, which estimates may include, among other things, expenses of management, taxes and special assessments, premiums for all insurance which the Association is required or permitted to maintain pursuant hereto, landscaping and care of grounds, common lighting and heating, water charges, trash collection, sewer service charges, repairs and maintenance, wages for Association employees, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus, and /or sinking fund, and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration.

Section 10.3 Notice of Periodic Assessments and Time Payment Thereof. The Association shall make periodic assessments, which assessments shall be annually, quarterly, or monthly, as the Association shall from time to time determine. The Association may, in the Association's discretion, send notice of assessments to each Owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall

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be due less than fifteen (15) days after the said written notice has been given. Each periodic assessment shall bear interest at the rate equal to the then current Wells Fargo Bank, N.A. prime rate plus five percent (5%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00). Failure of the Association to give notice of the assessment shall not affect the liability of any Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

**Section 10.4      Special Assessments.** In addition to the annual assessments authorized by this Article X, the Association may, at any time, levy a special assessment payable over such a period as the Association may determine for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or any other expense incurred or to be incurred as provided in this Declaration. This section shall not be construed as an independent source of authority for the Association to incur expenses, but this section shall be construed to prescribe the manner of assessing for expenses authorized by other sections hereof that shall make specific reference to this Article X. Any amounts assessed pursuant hereto shall be assessed to Owners in the same manner as provided in Section 10.3 of this Article X. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. The Association shall have the power to incur expenses for maintenance and repair of any Unit if such maintenance or repair is necessary, in the opinion of the Board of Directors of the Association to protect the Common Area and the Parking Areas or any other portion of the Project and if the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board of Directors to said Owner or Owners, the Board of Directors shall levy a special assessment against the Owner or Owners or Occupant or User of any such Unit to pay for the cost of such maintenance and repair and any other costs or expenses arising out of or incident to such maintenance and repair and the assessment therefor. A special assessment shall bear interest at the rate equal to the then current Wells Fargo Bank, N.A. prime rate plus five percent (5%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date and shall be subject to an automatic late charge of Fifty Dollars (\$50.00).

**Section 10.5      Lien for Assessments.** All sums assessed to any Unit pursuant to this Article X, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association upon recordation of a notice of assessment lien as herein provided. Such lien shall be superior to all other liens and encumbrances on such Unit except only for: (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; (b) a lien for all sums unpaid on any Mortgage which encumbers such Unit and which has been duly recorded in Sweetwater County, Wyoming, real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgages and secured by the lien thereof in accordance with the terms of such instrument; and (c) labor or materialmen's liens, to the extent required by law. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that



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such liens shall be inferior liens to future liens for assessments as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To create a lien for sums assessed pursuant to this Article X, the Association may prepare a written notice of the assessment lien setting forth the amount of the assessment, giving rise to the lien, the date due, the amount remaining unpaid, and the name of the record Owner of the Unit and a description of the Unit. Such notice shall be signed by the Association and may be recorded in the office of the County Clerk of Sweetwater County, Wyoming. No notice of an assessment lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale by the Association after failure of the Owner to pay such an assessment in accordance with its terms, such sale to be conducted in the manner permitted by law in Wyoming for the exercise of power of sale in deeds of trust or in any other manner permitted by law, including, without limitation, judicial foreclosure. The Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of assessment lien and all costs and expenses related thereto, including, without limitation, reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit, which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof.

A further notice stating the satisfaction and release of any such lien shall be executed by the Association and recorded in the Sweetwater County, Wyoming real estate records upon payment of all sums secured by a lien, which has been made the subject of a recorded notice of assessment.


Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

Without imposing any liability upon the Association for its failure to do so, the Association shall be entitled to report any unpaid assessment remaining unpaid for longer than ninety (90) days after the same shall have become due to any encumbrancer of a Unit; provided, however, such encumbrancer first shall have furnished written notice of such encumbrance to the Association.

Section 10.6      Personal Obligation of Owner. The amount of any periodic or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. If permitted under applicable law, suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use and enjoyment of any of the Common Area or by abandonment of the Owner's Unit.

Section 10.7      Statement of Account. Upon payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, Mortgagee, prospective

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Mortgagee, or prospective purchaser of a Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit, the amount of the current periodic assessment, the date that such assessment becomes or became due, and credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of Persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments, which became due prior to the date of making such request, shall be subordinate to the lien of a Mortgagee that acquired such Mortgagee's interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligation of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and if thereafter an additional written request is made by such purchaser, is not complied with within ten (10) days, and the purchaser subsequently acquires the Unit.

Section 10.8 Personal Liability of Purchaser for Assessments. Subject to the provisions of Section 10.8, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid assessments against the Unit up to the time of the grant or conveyance, without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## ARTICLE XI USE OF UNITS

Section 11.1 Units. Each Unit shall be used for residential purposes, in accordance with this Declaration, and the applicable laws, ordinances, rules, regulations and other requirements of all governmental authorities, public bodies and other authorities having jurisdiction over the project. No trade or business of any kind may be carried on therein. Notwithstanding anything to the contrary stated in this Section 11.1, the leasing or rental of a Unit for lodging or residential purposes for any length of time shall not be considered to be a violation of this Section 11.1 and the Declarant shall have the right to use any portion of the Project, including any Unit owned by Declarant, for a model condominium site and display and sales office during the construction and sale periods.

Section 11.2 Intentionally Deleted.

Section 11.3 Parking Areas. The Parking Areas shall be used exclusively for the purposes of providing parking to the Owners or Occupants or the general public and other lawful uses as permitted by the applicable zoning and other land use plans and regulations (but excluding use as a dwelling unit) in compliance with all applicable laws and regulations.

Section 11.4 Use of Common Area. Except as specifically set forth with respect to Limited Common Area, there shall be no obstruction of the Common Area, nor shall anything be stored on any part of the Common Area without the prior written consent of the Association.



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Section 11.5 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any part of the Project which would result in the cancellation of the insurance on the Project or any part thereof or increase the rate of insurance on the Project or any part thereof over what the Association or any Occupant but for such activity, would pay, without the prior written consent of the Association and each Occupant. Nothing shall be done or kept in any part of the Project that would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any of Owner's Occupants or Users, and each Owner shall release the Association and indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by such Owner or such Owner's Occupants or Users. No noxious, destructive, or offensive activity shall be carried on in any part of the Project nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any Person at any time lawfully residing in or operating a business in the Project. Provided, however, that notwithstanding the foregoing no use or activity otherwise permitted by the Covenants, Conditions, and Restrictions of The Ridge shall be prohibited within the Project.

Section 11.6 Rules and Regulations. No Owner shall violate the Rules and Regulations for the use of that portion of the Project to which such Rules and Regulations apply as adopted from time to time by the Association. Except as otherwise provided herein, any Owner shall have the right to enforce any or all of the provisions of any restriction contained in this Declaration or any Rule or Regulation adopted by the Association. Any violation of any state, municipal or local law, ordinance or regulation pertaining to ownership, occupation or use of any property within the Project is hereby declared to be a violation of a restriction in this Declaration and subject to any or all of the enforcement procedures set forth below.

Section 11.7 Maintenance of Interiors. Consistent with Sections 4.10 and 4.11, above, each Owner or Occupant shall keep the interior of such Owner's or Occupant's Unit including, without limitations interior walls, windows, glass, ceilings, floors, and permanent fixtures and appurtenances thereto, if any, in a clean, sanitary, and attractive condition and good state of repair; shall keep the Limited Common Area designated for use in connection with such Owner's Unit; and shall keep the heating equipment and water heater servicing such Owner's Unit exclusively in a good state of maintenance and repair.

Section 11.8 Structural Alterations. No structural alterations or modification to any interior walls shall be made to any Unit and no plumbing, electrical, or similar work within the Common Area shall be done by any Owner without the prior written consent of the Association, except that an Owner may do such work as may be appropriate to maintain and repair Limited Common Area appurtenant to such Owner's Unit.

Section 11.9 Construction Work Generally.

(a) All construction, alteration, replacement or repair work undertaken upon any portion of a Unit or the Project ("**Construction Work**"), shall be accomplished in the most expeditious, diligent and speedy manner possible. Any Person undertaking Construction Work shall take all necessary measures to minimize any damage, disruption or inconvenience caused by the Construction Work to the Occupants or Users of any affected Unit or the Project, and

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shall make adequate provisions for the safety and convenience of all Occupants and Users of the Project. Specifically, from and after the initial occupancy of any Unit, any Construction Work shall be conducted in a manner and during restricted hours so as to avoid interference with ingress and egress to and the quiet use and enjoyment of the Occupants and Users of the Project.

(b) Any Occupant or User undertaking Construction Work shall promptly repair, at its own cost and expense, any and all damage caused thereby and shall restore the affected portion of the improvements upon which the Construction Work is performed to a condition equal or superior to the condition existing prior to beginning the Construction Work and shall pay all costs and expenses associated therewith and shall indemnify and hold all Occupants and Users harmless from any and all loss, cost, damages, liability, injury or expense (including, but without limitation, claims of lien for work or labor performed, and materials or supplies furnished in connection with Construction Work or the voiding or terminating of any existing warranty applicable to any item or element installed in the Project) caused by or arising out of the performance of the Construction Work.

(c) Except in the event of an emergency, Construction Work shall be undertaken only after giving the Board thirty (30) days' prior written notice of the Construction Work to be undertaken, the scope, nature and extent of the Construction Work, the duration of the work period, and the area in which the Construction Work is to be performed. Such notice shall include copies of any plans and specifications for the Construction Work to be undertaken.

Section 11.10 Compliance With Plans, Laws and Rules. All Construction Work shall comply with the plans and specifications therefor approved under this Declaration, and with all applicable laws, ordinances, rules, regulations and other requirements of all governmental authorities, public bodies and other authorities having jurisdiction (such as public utilities), including, without limitation, environmental and zoning laws and building codes. The Person performing the Construction Work shall also secure all licenses and permits required therefor by said authorities. All Construction Work shall be performed in accordance with rules and regulations from time to time promulgated by the Board.

Section 11.11 Emergency Work. Notwithstanding any requirement for prior notice or approval contained in this Declaration, in the event of an emergency condition, any Occupant or User may undertake the necessary Construction Work to remedy any emergency condition, provided that such Occupant or User does so in good faith, gives notice thereof to the Board upon the occurrence of the emergency condition or as soon thereafter as possible, and otherwise conforms to the applicable provisions of this Article XI, to the extent feasible under the circumstances.

Section 11.12 Enforcement Responsibility. Without limitation upon its general powers, the Association shall be responsible for enforcement of all of the covenants of this Article XI with respect to all Construction Work performed within the Project.

Section 11.13 Parking Restrictions. No vehicle shall be parked or left on the property subject to this Declaration other than on the designated parking area. The parking area shall be used for parking operable vehicles only and shall not be converted for living,

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recreational or business purposes, nor shall anything be stored in any parking area so as to prevent the parking of an automobile thereon. No exposed storage shall be permitted anywhere on the property. Camper and boat storage on the Common Area shall not be permitted.

Section 11.14 Signs. Except for signs as may be used by Declarant in connection with the sale of Units, no sign of any kind shall be displayed to the public view by Owners of Units without the approval of the Board of Directors, which approval shall not be unreasonably withheld.

Section 11.15 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate, and no odors shall be permitted to arise from the Project or any Unit so as to render any portion of the Project unsanitary, unsightly, offensive, or detrimental to any other portion of the Project, any Unit, or to any Occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Project or any Unit so as to be offensive or detrimental to any other portion of the Project, any Unit or any Occupants. Without limiting the generality of any of the following provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security systems used exclusively for security purposes) shall be located, used, or placed on any such portion of the Project or any Unit without the prior written approval of the Board of Directors. Provided, however, that notwithstanding the foregoing no use or activity otherwise permitted by this Declaration, the Master Declaration or the applicable laws, ordinances, rules, regulations and other requirements of all governmental authorities, public bodies and other authorities having jurisdiction over the project shall be deemed to be a nuisance or shall be prohibited within the Project.

Section 11.16 Outside Installations. No clotheslines, television antennas, wiring, or installation of air conditioners, or other machines, unless properly screened from view or contained within roof wells as part of the original construction of the Project, shall be installed on the exterior of the Building for the use of any Unit or be allowed to protrude through the walls, windows, or roof of the Building for the use of any Unit unless the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld, is secured.

Section 11.17 Enforcement of Violations. No violation of any Association Rule or Regulation, inclusive of those items described in Section 11.7 above, shall be allowed. If any Owner, Owner's Occupants, tenants, family members, invitees, guests and other users authorized by the Owner commits such violation, the Board may, in addition to any other legal remedies it may have, impose a Special Assessment upon such Owner of not more than Fifty Dollars (\$50.00) for each such violation for each day that such violation continues. Before invoking such assessment, the Board shall give such Owner sixty (60) days' written notice to cure such violation and/or to be heard by the Board regarding the Violation and any potential assessment. If such violation is of a nature that it cannot be remedied within sixty (60) days, no assessment shall be invoked so long as the Owner submits a remediation plan to the Board to remedy the violation within a reasonable time and such Owner diligently pursues such plan to completion. If an Owner violates any Rule or Regulation more than twice within any three (3) year period, regardless of whether the Rule or Regulation that has been violated is the same, the accrual of such assessment shall begin three (3) days after the Board gives notice of such violation rather than sixty (60) days after such notice. Such additional assessments may be collected and enforced in the same manner as any other assessment under Article X. Each

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remedy provided in this Declaration or by law shall be cumulative and not exclusive. The failure to enforce any of the provisions of this Declaration at any time shall not constitute a waiver of the right to enforce such provision thereafter.

Section 11.18 Owner's Responsibility for Acts of Others. Each Owner shall be responsible for compliance with, and any violation of, the provisions of this Declaration, the Association Rules and Regulations, or the resolutions of the Board, by his contract purchasers, lessees or tenants, and invites and licensees.

Section 11.19 Indemnification. Each Owner shall be liable to the remaining Owners and the Association for any damage to the Common Area or the Units of the other Owners that may be sustained by reason of the negligence or willful misconduct of the Owner, his contract purchasers, lessees or tenants, and their invitees or licensees, to the extent any such damage is not covered by insurance. Each Owner shall indemnify each of the other Owners against, and hold him harmless from, and defend him against, any claim of any person for personal injury or property damage occurring within the Unit of the indemnifying Owner, unless the injury or damage to which such indemnity would apply occurred by reason of the active negligence or willful misconduct of the party claiming indemnification

Section 11.20 Required Maintenance. The Association will perform all necessary routine maintenance, maintenance inspections and other necessary repairs and maintenance called for as a result of the maintenance inspections as recommended in the maintenance manual provided by the architect of the Project, except as may be delegated to the Owner of each Unit as provided in this Agreement. The Association and its Board, Owners, and any entity acting for or on behalf of any Owner or group of Owners shall, to the fullest extent permitted by law, indemnify and hold harmless the architect, the Declarant, and the general contractor, against all claims for damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with defects or damage resulting from the failure of the Association and/or individual Owners to perform the maintenance recommendations as contained in the maintenance manual. The Association shall provide a copy of the maintenance manual to each Owner at the time any Unit is sold or otherwise changes ownership.

Section 11.21 Construction Defects. Any defect in construction must be reported in writing to the architect, the Declarant, and the general contractor within 90 days of the defect's discovery, and the architect, the Declarant, and the general contractor, severally and jointly, have the right to initiate correction of any defect within 120 days of the defect's having been reported. No legal or equitable proceedings, nor alternative dispute resolution may be initiated regarding any alleged defect unless such defect has been reported to the architect, the Declarant, and the general contractor, or their successors and assigns, within the established time period and they have been allowed not less than 120 days to initiate corrective work.



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## ARTICLE XII INSURANCE

Section 12.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Wyoming. The provisions of this Article XII shall not be construed to limit the power of authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time. In order to facilitate the providing and maintaining of adequate and proper insurance, it is contemplated that Declarant may contract for blanket insurance coverage covering the Project as contemplated by this Article XII prior to or concurrently with the first conveyance of a Unit. Any obligation or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such blanket policy or coverage, whether or not the same is also a personal obligation of the purchaser or purchasers of any Unit, shall become an obligation of the Association and shall be paid for out of Association funds.

(a) Master Property Insurance. The Association shall obtain and maintain a "master" or "blanket" multi-peril policy of property insurance equal to a full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the Project (including all building service equipment and the like and any fixtures or equipment within the Unit which are financed under the mortgage) with an Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement. Such insurance shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and such other risks as are customarily covered in similar projects or as are commonly required by private institutional mortgage investors for projects similar in construction, location and use. All policies or property insurance shall provide that, despite any provisions giving the insurance carrier the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee) or when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party, or any requirement bylaw. Any blanket policy of property insurance shall contain or have attached a standard mortgagee clause (without contribution) customarily used in the area in which the Project is located which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of the Owners and their respective Mortgagees, as their interests may appear.

(b) Public Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas in the Project, with a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association, such Owner, or another Owner, with limits of not less than \$3,000,000.00 covering all claims for personal injury and/or property damage arising out of a single occurrence, including protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and such other risks as are customarily covered in similar projects. The scope of coverage also includes all other coverage in the kinds and amounts

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required by private institutional mortgage investors for projects similar in construction, location and use.

(c) Directors and Officers Insurance. The Association may obtain and maintain liability insurance affording coverage for the acts, errors and omissions of its directors and officers, and other committees as may be appointed from time to time by the Board of Directors.

(d) Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board of Directors, and employees and all others who are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

1. all shall name the Association as an obligee;
2. all shall be written in an amount which shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, but in no event less than the sum of three (3) months aggregate assessments on all Units plus reserves;
3. all shall contain waivers of any defenses based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, or shall contain an appropriate endorsement to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers;
4. all shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any Insurance Trustee.

(e) Governmental Requirements. Notwithstanding any other provisions contained herein to the contrary, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond coverage meeting the insurance and fidelity bond requirements for condominium projects established, by Federal National Mortgage Association and Government National Mortgage Association so long as either is a mortgagee or owner of a Unit within the Project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

Section 12.2 Insurance Policy Requirements. The Master Multi-Peril Property, Public Liability and Flood Insurance policies obtained by the Association pursuant to Section 12.1 above shall be subject to the following additional requirements:

(a) the named insured under any such policies shall be the Association, as a trustee for the Owners, or its authorized representative, including any trustee with which such Association may enter into any Insurance Trust Agreement, or any successor trusts, each of which shall be referred to as the "Insurance Trustee" who shall have exclusive authority to negotiate losses under these policies;

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(b) insurance coverage obtained and maintained pursuant to the requirements of Sections 12.1(a) and 12.2(b) shall not be brought into contribution with any insurance purchased by any Owner or such Owner's mortgagee;

(c) coverage must not be prejudiced by (1) any act or neglect of the Association; any employee or agent of the Association, or any Owner, or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the promises over which the Association has no control;

(d) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds, including each Mortgagee scheduled as a holder of a first mortgage in the applicable policy, except in the case of non-payment of premiums where cancellation may occur upon ten (10) days prior notice given in the manner specified in this Section 12.2(d);

(e) all policies must contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Owners and/or their respective agents, employees or tenants, and of any defenses based on coinsurance or on invalidism arising from the acts of the insured;

(f) each hazard insurance policy shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of Class VI or better;

(g) policies shall be deemed unacceptable where (1) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against a Unit Owner, such Owner's Mortgagee or any Mortgagee's designee or such designee's designee; (2) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Unit Owner, his Mortgagee or any Mortgagee's designee or such designee's designee from collecting insurance proceeds;

(h) all policies of hazard insurance shall contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Project is located.

Section 12.3 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

Section 12.4 Owner's Own Insurance.

(a) Unit Owners. Each Unit Owner, at his own expense, shall procure and maintain at all times fire and extended coverage insurance covering personal property of such owner and additional fixtures and improvements added by such Owner and covering all windows appurtenant to such Owner's Unit, whether or not such windows are part of the Unit or a Limited Common Area appurtenant to said Unit, against loss by fire and other casualties,

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including without limitation vandalism and malicious mischief. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this ARTICLE 12.

(b) Owner's Additional Insurance. Notwithstanding the provisions of this Section 12.4, each Owner may obtain insurance at his own expense providing such other coverage upon such Owner's Unit, such Owner's personal property, such Owner's personal liability, and covering such other risks as such Owner may deem appropriate provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this ARTICLE 12. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners, and their respective servants, agents and guests.

Section 12.5 Annual Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Project and adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project or by such other qualified appraisers as the Association may select.

### **ARTICLE XIII CASUALTY DAMAGE OR DESTRUCTION**

Section 13.1 Affects Title. Title to each Unit is hereby made subject to the terms and conditions hereof which bind the Declarant and all subsequent Owners, whether or not it is so expressed in the deed by which any Owner acquires such Owner's Unit.

Section 13.2 Association as Agent. All of the Owners irrevocably constitute and appoint the Association by and through the Association's elected officers as the Owners' true and lawful attorney-in-fact in the Owner's name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

Section 13.3 General Authority of the Association. As attorney-in-fact, the Association by and through the Association's elected officers shall have full and complete authorization, right and power to make, execute, and deliver any contract, deed or other instrument with respect to the interest of a Unit Owner which may be necessary or appropriate to exercise the powers herein granted to the Association. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same vertical and horizontal boundaries as before. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners representing an aggregate of eighty percent (80%) or more of the total square footage of the Project and said Owner's first Mortgagees, if any, agree not to rebuild in accordance with the provisions set forth hereinafter.

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Section 13.4     Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain estimates that the Association deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

Section 13.5     Repair or Reconstruction. As soon as practicable after receiving the estimates, the Association shall diligently pursue to completion the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project or may be in accordance with any other plans and specifications the Association may approve; provided, however, in such latter event in the absence of the consent of each affected Owner, the number of cubic feet and the number of square feet of any Unit may not vary by more than five percent (5%) from the number of cubic feet and the number of square feet for such Unit, as originally constructed pursuant to such original plans and specifications, and the location of the Building shall be substantially the same as prior to damage or destruction.

Section 13.6     Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, pursuant to Article X hereof, may levy in advance a special assessment sufficient to provide funds to pay such estimated or actual costs of repair or reconstruction. Such assessment shall be allocated and collected as provided in Article X. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

Section 13.7     Disbursement of Funds for Repair or Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for in Section 13.6 constitute a fund for the payment of cost or repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association under Section 13.6 of this Declaration.

Section 13.8     Decision Not to Rebuild. If the record Owners, as reflected on the real estate records of Sweetwater County, Wyoming, representing an aggregate ownership interest of eighty percent (80%) or more of the total square footage of the Project and said Owners' first Mortgagees, if any, agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed to the Owners according to their respective percentage ownerships.

  
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## ARTICLE XIV OBSOLESCENCE

Section 14.1 Adoption of a Plan. The record Owners, as reflected on the real estate record of Sweetwater County, Wyoming, representing an aggregate record ownership interest of eighty percent (80%) of total square footage of the Project may agree that the Project is obsolete and adopt a written plan for renewal and reconstruction, which plan has the unanimous approval of all first Mortgagees of record at the time of the adoption of such plan. Written notice of adoption of such plan shall be given to all Owners. Such plan shall be recorded in the Sweetwater County, Wyoming, real estate records.

Section 14.2 Payment of Renewal and Reconstruction. The expense of renewal or reconstruction shall be payable by all of the Owners as assessments against their respective Units. These assessments shall be levied in advance pursuant to Article X hereof, and shall be allocated and collected as provided in that Article. Further levies may be made in like manner if the amounts collected prove insufficient to complete the renewal and reconstruction.

Section 14.3 Sale of Obsolete Units. The Owners representing an aggregate ownership interest of eighty percent (80%) or more of the total square footage of the Project may agree that the Units are obsolete and that the Project should be sold. Such an agreement must have the unanimous approval of every first Mortgagee of record at the time the agreement is made. In such instance, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association, the Project shall be sold by the Association as attorney-in-fact for all the Owners free and clear of the provisions contained in this Declaration, the Parcel Map and the Bylaws. The sale proceeds shall be apportioned among the Owners in proportion to the respective amounts originally paid to Declarant for the purchase of the Unit exclusive of the amounts paid for personal property, and such apportioned proceeds shall be paid into separate accounts, each account representing one (1) Unit. Each such account shall remain in the name of the Association and shall be further identified by the Unit designation and the name of the Owner. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts without contribution from one account to the other, first to Mortgagees and other liens, and the balance remaining to each respective Owner.

Section 14.4 Distribution of Excess. In the event amounts collected pursuant to Section 14.2 are in excess of the amounts required for renewal and reconstruction, the excess shall be returned to the Owners by the Association by a distribution to each Owner in an amount proportionate to the respective amount collected from each such Owner.

## ARTICLE XV CONDEMNATION

Section 15.1 Consequences of Condemnation. If, at any time or times during the continuance of the Unit ownership pursuant to this Declaration, or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

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Section 15.2     Proceeds. All compensation, damages or other proceeds therefrom, the sum of which is hereinafter called the "**condemnation award**," shall be payable to the Association.


Section 15.3     Complete Taking. In the event that the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Unit ownership pursuant hereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective amounts paid to Declarant for the purchase of the Unit exclusive of the amounts paid for personal property; provided that if a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable.

On the basis of the principal set forth in the last preceding paragraph, the Association shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts and disbursed as soon as practicable in the same manner provided in Section 14.4 of this Declaration.

Section 15.4     Partial Taking. In the event that less than the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Unit ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner: as soon as practicable, the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Area shall be apportioned equally among the Owners; (b) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determined to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, juridical decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 14.4 of this Declaration.

Section 15.5     Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a Member of the Association. Thereafter, the Association shall reallocate the Ownership, voting rights and assessment ratio determined in accordance with this Declaration according to the same principles employed in this Declaration at its inception, and shall submit such reallocation to the Owners of remaining units for amendment of this Declaration as provided herein.

Section 15.6     Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article XIII above.

  
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## ARTICLE XVI REVOCATION OR AMENDMENT

Section 16.1 Revocation or Amendment. Except where specifically provided for a higher percentage, this Declaration shall not be revoked, nor shall any of the provisions herein be amended, except upon the affirmative vote or consent of seventy-five percent (75%) of the Owners based upon the percentage basis to which each Owner is entitled as a Member and as set forth in Section 8.2 and as reflected on the real estate records of Sweetwater County, Wyoming, and all holders of any recorded Mortgage covering or affecting any or all of the Units, whose interests as Mortgagees appear in such records, consent and agree to such revocation or amendment by instruments recorded. Any such revocation or amendment shall be binding upon every Owner and every Unit whether the burdens thereon are increased or decreased by any such amendment and whether or not the Owner of each and every Unit consents thereto.


## ARTICLE XVII PERIOD OF CONDOMINIUM OWNERSHIP

Section 17.1 Duration. The Condominium ownership created by this Declarant and the Parcel Map shall continue until this Declaration is revoked in the manner provided in Article XVI of this Declaration.

## ARTICLE XVIII MISCELLANEOUS

Section 18.1 Compliance With Provisions of Declaration and Bylaws of the Association. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, Association Rules and Regulations, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due and for damages or injunctive relief, or both, maintainable by the Association on behalf of the Owners, in a proper case, by an aggrieved Owner.

Section 18.2 Registration of Mailing Address. Each Owner shall register such Owner's mailing address with the Association. All notices or demands intended to be served upon any Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices or demands intended to be served upon the Association shall be given by registered or certified mail, postage prepaid, to the address of the Association as designated in the Bylaws of the Association. All notices or demands to be served on Mortgagees pursuant thereto shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Mortgagee at such address as the Mortgagee may have furnished to the Association in writing. Unless the Mortgagee furnishes the Association such address, the Mortgagee shall be entitled to receive none of the notices provided for in this Declaration. Any notice referred to in this section shall be deemed given when deposited in the United States mail in the form provided for in this section.

  
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Section 18.3     Transfer of Declarant's Rights. Any right or any interest reserved hereby to the Declarant may be transferred or assigned by the Declarant, either separately or with one or more of such rights or interests, to any Person or entity.

Section 18.4     Mediation/Waiver of Jury Trial. The Association and all Owners agree to and shall mediate any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Declaration or such rules and regulations as the Association may promulgate under its responsibilities as set forth in this Declaration. The mediation shall be held prior to any court action or arbitration. The mediation shall be confidential. In the event the parties are not able to agree on a mediator within thirty (30) days, a judicial and/or mediation service mutually acceptable to the parties shall appoint a mediator. In the event the mediator determines that a second mediation session is necessary, it shall be conducted in accordance with this section. Should the prevailing party attempt an arbitration or a court action before attempting to mediate, THE PREVAILING PARTY SHALL NOT BE ENTITLED TO ATTORNEYS FEES THAT MIGHT OTHERWISE BE AVAILABLE TO THEM IN A COURT ACTION OR ARBITRATION, AND IN ADDITION THEREOF, THE PARTY WHO IS DETERMINED BY THE ARBITRATOR TO HAVE RESISTED MEDIATION SHALL BE SANCTIONED BY THE ARBITRATOR OR JUDGE. With respect to any matter not resolved by the mediation process given above, the Association and each Owner hereby expressly waive any right to trial by jury of any claim, demand, action or cause of action either arising under this Agreement or any other instrument, document, rules, regulations or agreement in any way connected with or related to or incidental to this Agreement now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and the Association and each Owner hereby agree and consent that any such claim, demand, action or cause of action shall be determined by court trial without a jury.

Section 18.5     Owner's Obligations Continue. All obligations of the Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that such Owner may have leased or rented said interest as provided herein, but the Owner of a Unit shall have no obligation for expenses or other obligations accruing after the Owner conveys such Unit.

Section 18.6     Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 18.7     Severability. If any of the provisions of this Declaration or any clause, paragraph, sentence, phrase, or word or the application thereof in any circumstance shall be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.



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## **ARTICLE XIX CONVERTIBLE SPACE**

Section 19.1      Reservation Of Right to Convert. The Declarant hereby expressly reserves the option and right, from time to time, to convert into one or more Units or into Common Areas and Facilities, or Limited Common Areas and Facilities, subject to the provisions of this ARTICLE 19, the Convertible Space of The Ridge Condominiums as described in Section 19.2 herein.

Section 19.2      Description of Convertible Space. The Convertible Space which may at the option of Declarant be converted into one or more Units or Common and Limited Common Areas and Facilities is located in Sweetwater County, State of Wyoming and is more particularly described on Exhibit F attached hereto.


Section 19.3      Consent of Owners Not Required. The consent of the Owners in the Project shall not be required for such conversion and the Declarant may proceed with such conversion at its sole option and as its sole action.

Section 19.4      Preparation and Recording of Supplemental Plat Map and Amendment. Prior to converting any portion or all of the Convertible Space in the Project, the Declarant shall

(a) record, with regard to the Convertible Space or any portion thereof that is being converted, a supplemental plat map (the "Supplemental Plat Map") which shall describe the Convertible Space or any portion thereof to be converted, showing the location, horizontal and vertical boundaries, and the dimensions of any Unit formed from such space and shall comply in all respects with the Condominium Ownership Act. Each such Supplemental Plat Map shall be certified as to its accuracy and compliance with the requirements of the Condominium Ownership Act by the land surveyor who prepared or supervised the preparation thereof; and

(b) prepare, execute and record simultaneously with each Supplemental Plat Map an amendment to the Declaration (hereinafter the "Amendment") which shall describe each conversion and shall reallocate individual interests in the Common Areas so that the Units created from the Convertible Space or any portion thereof to be converted shall be allocated undivided interests in the Common Areas on the same basis as Units initially constructed in the Project. Each such Amendment shall assign an identifying number to each Unit, if any, formed out of a Convertible Space. Each such Amendment shall describe or delineate the Limited Common Areas and Limited Common Facilities, if any, formed out of the Convertible Space or any portion thereof to be converted.

Any portion of Convertible Space not converted in accordance with this ARTICLE XIX, or any portion of it not so converted, shall be treated for all purposes as a single Unit until and unless it is so converted and shall be allocated its proportionate share of the undivided interest in the Common Areas.

  
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This Declaration is executed on this 7<sup>th</sup> day of May, 2007.

The Ridge Investment Properties, LLC, a  
Utah limited liability company

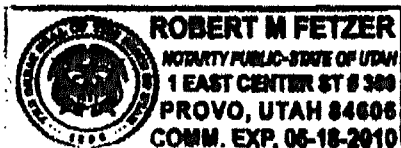
By:  
Its:

[Signature]  
Manager

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

On this 7<sup>th</sup> day of May, 2007, before me, the undersigned,  
a Notary Public in and for said State, personally appeared Cameron S. Gunter,  
known or identified to me to be the Manager of The Ridge Investment Properties,  
LLC, a Utah Limited Liability Company that subscribed said company name to the foregoing  
instrument, and acknowledged to me that he executed the same in said company name.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this  
certificate first above written.



[Signature]  
Notary Public  
Residing at Provo, Utah  
My Commission Expires 6-18-2010

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**Exhibits: To be attached**

- Exhibit A - Description of Real Property
- Exhibit B - Copy of the Articles of Incorporation
- Exhibit C - Copy of the Bylaws
- Exhibit D - Reduced copy of Parcel Map
- Exhibit E - List of Ownership Interest in Common Area
- Exhibit F - Convertible Space



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**Exhibit A**  
**Legal Description**

**"The Ridge Phase I Condominiums,"** is located in part of the NE 1/4 of Section 34, T18N, R107W, 6TH P.M., in the City of Green River, Sweetwater County, Wyoming, and is more particularly described as follows:

BEGINNING at a point on the South line of said NE 1/4, N 89°46'33" W, 90.72 feet from the Southeast corner thereof (East one-quarter corner of said Section 34);

thence N 89°46'33" W, 313.20 feet along said South line;

thence N 32°34'54" E, 175.06 feet;

thence N 10°48'17" E, 61.16 feet;

thence N 5°05'26" E, 48.91 feet;

thence N 77°31'31" W, 80.67 feet;

thence N 0°00'02" W, 177.17 feet;

thence N 89°50'11" W, 12.00 feet;

thence N 0°00'02" W, 121.23 feet to a point on the South Line of Upland Way;

thence S 89°50'11" E, 386.46 feet along said South line of Upland Way to a point on the East line of said Section 34;

thence S 0°11'05" W, 197.51 feet to a point on the North line of Lot 7 of the South Park Addition to the City of Green River;

thence the following three courses along the boundary of said South Park Addition:

N 89°50'02" W, 154.81 feet;

thence S 0°16'39" W, 48.51 feet to the Point of Curvature of a non-tangent curve concave to the East, from which the radius point bears S 89°50'27" E, 864.68 feet;

thence Southerly 334.84 feet along the arc of said curve, through a central angle of 22°11'14", the long chord of which bears S 10°56'04" E, 332.75 feet to the POINT OF BEGINNING.

and contains 3.517 acres, more or less.



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**Exhibit B**  
**Copy of the Articles of Organization**



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ARTICLES OF INCORPORATION  
OF  
THE RIDGE OWNERS ASSOCIATION, INC.

We, the undersigned natural persons all being of the age of eighteen years or more, acting as incorporators under the Wyoming Nonprofit Corporation Act, adopt the following Articles of Incorporation for such Corporation:

Article I  
NAME

The name of the corporation is The Ridge Owners Association, Inc.

Article II  
DURATION

The period of duration of this corporation is perpetual.

Article III  
PURPOSE

(a) To act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of Wyoming, and to promote the health, safety and welfare of the owners of the condominium units commonly known as The Ridge, in Green River, Wyoming. This corporation is a mutual benefit corporation.

(b) To engage in any and all activities and pursuits, and to support or assist such other organizations, as may be reasonably related to the foregoing and following purposes.

(c) To engage in any and all other lawful purposes, activities and pursuits, which are substantially similar to the foregoing and which are or may hereafter be authorized by Section 501(c)(3) of the Internal Revenue Code and are consistent with those powers described in the Wyoming Nonprofit Corporation Act, as amended and supplemented.

(d) To solicit and receive contributions, purchase, own and sell real and personal property, to make contracts, to invest corporate funds, to spend corporate funds for corporate purposes, and to engage in any activity "in furtherance of, incidental to, or connected with any of the other purposes."

(i) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for

services rendered to the corporation and to make payments and distributions in furtherance of the purposes set forth herein;

(ii) no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office except as authorized under the Internal Revenue Code of 1954, as amended;

(iii) the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under 501(c)(3) of the Internal Revenue Code of 1954, as amended (or the corresponding provision of any future United States Internal Revenue law).

#### Article IV MEMBERS/STOCK

The qualifications for members/shareholders and the manner of their admissions shall be regulated by the By-Laws.

#### Article V BY-LAWS

Provisions for the regulation of the internal affairs of the corporation shall be set forth in the By-Laws.


#### Article VI DIRECTORS

The number of directors of this Corporation shall be three (3), or more than three, as fixed from time to time by the By-Laws of the Corporation. The number of directors constituting the present Board of Directors of the Corporation is three, and the names and addresses of the persons who are to serve as directors until their successors are elected and shall qualify are:

Cameron Gunter  
One East Center, Ste. 300  
Provo, UT 84606

Glenn Gallacher  
1499 Blake Street #4-0  
Denver, CO 80202

David Angard  
1745 Shea Center Drive, 4th Floor  
Highlands Ranch, CO 80129

  
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## INCORPORATOR

The name and address of the incorporator are:

Cameron Gunter  
One East Center, Ste. 300  
Provo, UT 84606

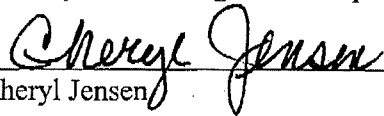
David Angard  
1745 Shea Center Drive, 4th Floor  
Highlands Ranch, CO 80129

## Article VIII REGISTERED OFFICE AND AGENT

The address of the corporation's initial registered office shall be: 533 Uinta Drive, Green River, Wyoming 82935.

Such office may be changed at any time by the Board of Directors without amendment of these Articles of Incorporation. The corporation's initial registered agent at such address shall be: Cheryl Jensen.

I hereby acknowledge and accept appointment as corporate registered agent:

  
Cheryl Jensen

## Article IX PRINCIPAL PLACE OF BUSINESS

The principal place of business of this Corporation shall be One East Center, Ste. 300, Provo, UT 84606. The business of this Corporation may be conducted in all counties of the State of Wyoming and in all states of the United States, and in all territories thereof, and in all foreign countries as the Board of Directors shall determine.

## Article X DISTRIBUTIONS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation,



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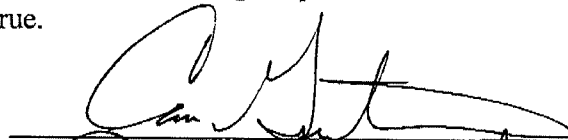
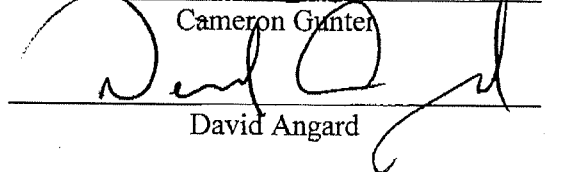
contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

## Article XI DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

In Witness Whereof, we, Cameron Gunter and David Angard, have executed these Articles of Incorporation in duplicate as of this \_\_\_\_ day of \_\_\_\_\_, 2006, and say:


That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe to be true.

  
Cameron Gunter  
  
David Angard



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**Exhibit C**  
**Copy of the Bylaws**

  
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BYLAWS OF  
THE RIDGE OWNERS ASSOCIATION, INC.

A Wyoming Nonprofit Corporation

Pursuant to the provisions of the Wyoming Nonprofit Corporation Act, the Board of Directors of The Ridge Owners Association, Inc., a Wyoming nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE 1: NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is The Ridge Owners Association, Inc., hereinafter referred to as the "Association."

1.2 Offices. The principal office of the Association shall be at One East Center, Ste. 300, Provo, UT 84606.

ARTICLE 2: DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Covenants, Conditions and Restrictions of The Ridge, a Wyoming Condominium Project, hereinafter referred to as the "Declaration", shall have such defined meanings when used in these Bylaws.

ARTICLE 3: MEMBERS

3.1 Annual Meetings. The annual meeting of Members shall be held on the first Saturday in February of each year at the hours of 10:00 o'clock a.m., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board of Directors may from time to time by resolution change the date and time for the annual meeting of the Members.

3.2 Special Meetings. Special meetings of the Members may be called by the Board of Directors, the President, or upon the written request of Members holding not less than ten percent (10%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Directors or the President.

3.3 Place of Meetings. The Board of Directors may designate any place in Sweetwater County, State of Wyoming as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Wyoming, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

3.4 Notice of Meetings. The Board of Directors shall cause written or printed notice of the time, place, and purposes of all meetings of the Members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the



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meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Member at his registered address, with first-class postage thereon prepaid. Each Member shall register with the Association such Member's current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a Member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.5 Members of Record. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining Members entitled to notice of or to vote at any meeting of the Members, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting, for determining Members entitled to notice of or to vote at any meeting of the Members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining Members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Condominiums in the Project shall be deemed to be the Members of record entitled to notice of and to vote at the meeting of the Members.

3.6 Quorum. At any meeting of the Members, the presence of Members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members and proxy holders present shall constitute a quorum for the transaction of business.

3.7 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member himself or by his attorney thereunto duly authorized in writing. If a Membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such Membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the



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Members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration, or Wyoming law. The election of Directors shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

#### ARTICLE 4: BOARD OF DIRECTORS

4.1 General Powers. The property, affairs, and business of the Association shall be managed by its Board of Directors. The Board of Directors may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws, or by the Declaration vested solely in the Members. The Board of Directors may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The number of Directors of the Association shall be three (3). The initial Board of Directors specified in the Articles of Incorporation shall serve until the first annual meeting of the Members. At the first annual meeting of the Members held after the Declarant turns over to the members responsibility for electing Directors, the Members shall elect three (3) Directors to serve for the following respective terms: one (1) Director to serve for a term of three (3) years; one (1) Director to serve for a term of two (2) years; and one (1) Director to serve for a term of one (1) year. At each annual meeting thereafter, the Members shall elect for terms of three (3) years each the appropriate number of Directors to fill all vacancies created by expiring terms of Directors. All Directors except Directors nominated by the Declarant shall be Members of the Association.

4.3 Regular Meetings. The regular annual meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and place, within Sweetwater County, State of Wyoming, for the holding of additional regular meetings without other notice than such resolution.

4.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Sweetwater County, State of Wyoming, as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least

five (5) days prior thereto by written notice delivered personally, or mailed to each Director at his registered address, or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to have been delivered when the facsimile is transmitted and the facsimile machine used to transmit such notice produces a receipt that the target destination was contacted and that such transmission was made. Any Director may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.6 Compensation. No Director shall receive compensation for any services that he may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of his duties as a Director to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Director.

4.7 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time, for or without cause, by the affirmative vote of seventy-five percent (75%) of the Total Votes of the Association at a special meeting of the Members duly called for such purpose.

4.8 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board of Directors by reason of the death, resignation or disqualification of a Director (other than a Director appointed by Declarant), or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board of Directors occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. If vacancies shall occur in the Board of Directors by reason of death, resignation or removal of a director appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor or for the term of the newly created Directorship, as the case may be.

4.9 Informal Action by Directors. Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

## ARTICLE 5: OFFICERS

5.1 Officers. The officers of the Association shall be a President, Vice President, Secretary, Treasurer and such other officers as may from time to time be appointed by the Board of Directors.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors annually at the regular annual meeting of the Board of Directors. In the event of failure to choose officers at such regular annual meeting of the Board of Directors, officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular annual meeting of the Board of Directors or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Directors and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. No officer need be a Director.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Board of Directors and at meetings of the Members. He shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board of Directors may require of him.

5.7 The Vice President. The Vice President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board of Directors may require him to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability

or refusal to act. He shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He shall perform such other duties as the Board of Directors may require of him.

5.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board of Directors. He shall perform such other duties as the Board of Directors may require of him.

5.10 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer.

## ARTICLE 6: COMMITTEES

6.1 Designation of Committees. The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Directors and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation



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shall take effect upon delivery. The Board of Directors may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board of Directors hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

#### ARTICLE 7: INDEMNIFICATION

7.1 Indemnification -- Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification -- Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.1 or 7.2 hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board of Directors by a majority vote of disinterested Directors or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty percent (50%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this ARTICLE 7 may be paid by the Association in advance of the final disposition for such action, suit, or proceeding upon a majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this ARTICLE 7 or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this ARTICLE 7 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Members or Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this ARTICLE 7 shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition, to all, other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee, or agent of the Association, or who was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), as may be required by Article 10 of the Declaration.

7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained pursuant to this ARTICLE 7 shall constitute expenses of the Association and shall be paid with the funds from the Common Expense Fund referred to in the Declaration.

#### ARTICLE 8: FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31<sup>st</sup> day of December next following except that the first fiscal year shall begin on the date of incorporation.



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8.2 Seal. The Board of Directors may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation, and the words "Corporate Seal".

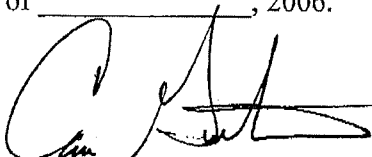
#### ARTICLE 9: RULES AND REGULATIONS


9.1 Rules and Regulations. The Board of Directors may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration, or these Bylaws. The Members shall be provided with copies of all rules and regulations adopted by the Board of Directors, and with copies of all amendments and revisions thereof.

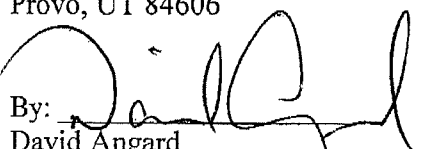
#### ARTICLE 10: AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of incorporation, by the Declaration (e.g., Article 14), or by these Bylaws, these Bylaws may be amended, altered, or repealed and new bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed, or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the Total Votes of the Association, shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Sweetwater County, State of Wyoming.

IN WITNESS WHEREOF the undersigned, constituting all of the Directors of The Ridge Owners Association, Inc., have executed these Bylaws as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By:   
Cameron Gunter  
One East Center, Ste. 300  
Provo, UT 84606

By:   
Glenn Gallacher  
1499 Blake Street #4-0  
Denver, CO 80202

By:   
David Angard  
1745 Shea Center Drive, 4th Floor  
Highlands Ranch, CO 80129



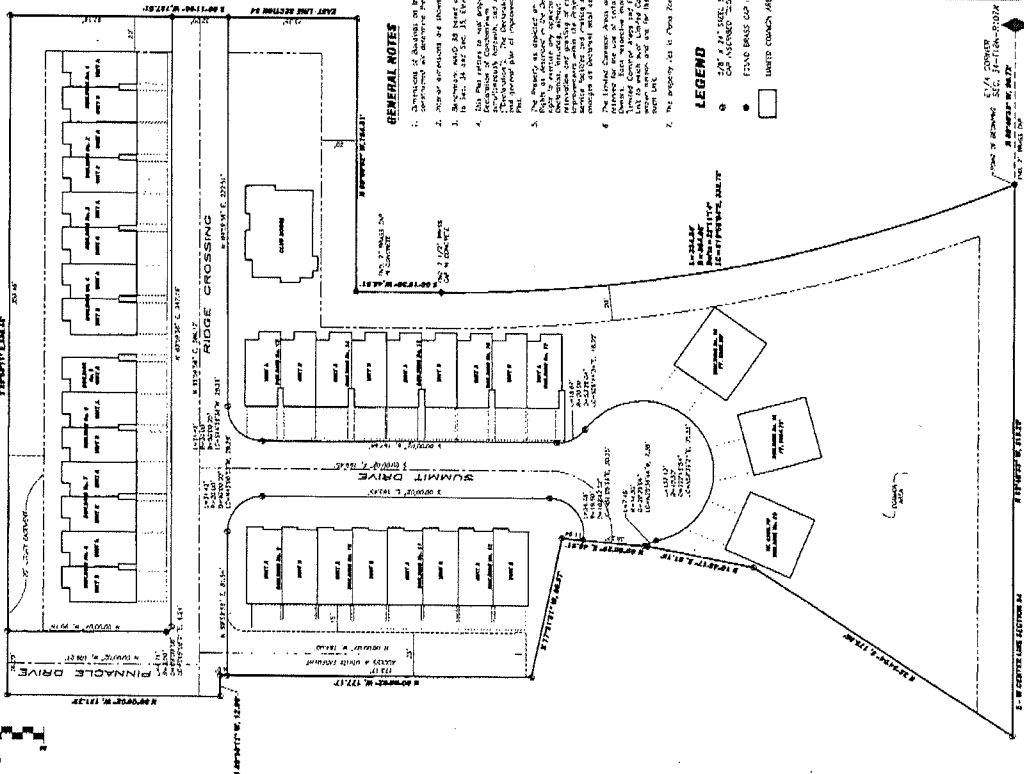
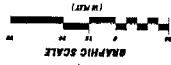
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**Exhibit D**  
**Reduced Copy of Parcel Map**



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UPLAND WAY



DATE OF

Notes at New York, January 1941, addressed J. Edgar Hoover, 1427 A Street, N.W., Washington, D.C., and dated 1/10/41, in which the writer stated that he was a member of the "American People's Party" and was a member of the "American People's Party" and was a member of the "American People's Party".

[illegible][illegible]STATE OF  
CALIFORNIA

My commission expires \_\_\_\_\_  
 I will not have and obtain the \_\_\_\_\_ day of \_\_\_\_\_, 2007.  
 The taxpayer's statement are witnessed before me by \_\_\_\_\_

$$\frac{1}{2}(\partial_t^2 - \Delta) \tilde{u} = \tilde{u}^2$$
[illegible]

1-800-255-5945  
(534) 255-5945

1946  
The following statement was made by the following persons on the day of \_\_\_\_\_, 1946: \_\_\_\_\_  
\_\_\_\_\_

not approved by the City of Salem, Mass.

APR 23 1937

bioRxiv preprint doi: <https://doi.org/10.1101/2020.05.14.242800>; this version posted May 14, 2020. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

My girl received his \_\_\_\_\_ day of \_\_\_\_\_  
the city director of organizing and planning, for the City  
Planner, Maryland

[illegible]

Approved by the City Council of the City of Santa Ana,  
Hoping, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2002.

**UNCLASSIFIED//FOR OFFICIAL USE ONLY**

and was filed for record in the office of the  
Declarer County clerk and returned to \_\_\_\_\_  
at \_\_\_\_\_, 1928, and is duly recorded.

ch

**Exhibit E**  
**Schedule of Common Area Ownership**

<u>Parcel #</u>	<u>Percent Ownership</u>
Unit 1-A	2.86
Unit 1-B	2.86
Unit 2-A	2.86
Unit 2-B	2.86
Unit 3-A	2.86
Unit 3-B	2.86
Unit 4-A	2.86
Unit 4-B	2.86
Unit 5-A	2.86
Unit 6-A	2.86
Unit 6-B	2.86
Unit 7-A	2.86
Unit 7-B	2.86
Unit 8-A	2.86
Unit 8-B	2.86
Unit 9-A	2.86
Unit 9-B	2.86
Unit 10-A	2.86
Unit 10-B	2.86
Unit 11-A	2.86
Unit 11-B	2.86
Unit 12-A	2.86
Unit 12-B	2.86
Unit 13-A	2.86
Unit 13-B	2.86
Unit 14-A	2.86
Unit 14-B	2.86
Unit 15-A	2.86
Unit 15-B	2.86
Unit 16-A	2.86
Unit 16-B	2.86
Unit 17-A	2.86
Unit 18	2.86
Unit 19	2.86
Unit 20	2.86



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**Exhibit F**  
**Convertible Space**

A portion of the unvacated part of Tract "B" as shown on Plat 288 of the Sweetwater County Records, said portion lying in the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 34, T18N, R107W, 6<sup>TH</sup> P.M., in the City of Green River, Sweetwater County, Wyoming, said portion being more particularly described as follows:

**BEGINNING** at a point on the South line of said NE  $\frac{1}{4}$ , N 89°46'33" W, 403.92 feet from the Southeast corner thereof (East one-quarter corner of said Section 34);

thence N 89°46'33" W, 662.83 feet along said South line;

thence N 11°59'25" E, 595.62 feet to a point on the South line of Upland Way, said point lying on a curve concave to the North, from which the radius point bears N 11°59'25" E, 540.00 feet;

thence Easterly 111.49 feet along the arc of said curve and said South line of Upland Way, through a central of 11°49'46", the long chord of which bears S 83°55'28" E, 111.29 feet;

thence S 89°50'11" E, 447.72 feet along the South line of said Upland Way;

thence S 0°00'02" E, 121.23 feet;

thence S 89°50'11" E, 12.00 feet;

thence S 0°00'02" E, 177.17 feet;

thence S 77°31'31" E, 80.67 feet;

thence S 5°05'26" W, 48.91 feet;

thence S 10°48'17" W, 61.16 feet;

thence S 32°34'54" W, 175.06 feet to the **POINT OF BEGINNING**.

Said portion of the unvacated part of Tract "B" containing 8.544 acres, more or less.



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