



0072

DECLARATION OF CONDOMINIUM
OF THE
PLUMTREE VILLAGE, A WYOMING CONDOMINIUM PROJECT
(An Expandable Condominium Project)
Phase 1A

THIS DECLARATION is made and executed this 8th day of September, 1981, by SYNERGETICS, a Utah Limited Partnership hereinafter referred to as "Declarant".

R E C I T A L S:

A. Declarant is the record owner of that certain Tract of real property more particularly described in Article II hereof.

B. Various improvements have been or will be made to the Tract so as to enable its use and operation as a Condominium Project. The construction of all of such improvements has been or will be performed in accordance with the information contained in this Declaration and in the Condominium Map.

C. Declarant desires, by filing this Declaration and the Condominium Map, to submit said Tract and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "Plumtree Village", a Condominium Project. As more fully set forth in Article IV hereof, Declarant reserves the right to expand the Project to include certain additional real property and improvements thereto.

D. Declarant intends to sell and convey to various persons fee title to the individual Units now or hereafter (through expansion) contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions, and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

ARTICLE I DEFINITIONS

When used in this Declaration, (including in that portion hereof entitled "Recitals") each of the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Wyoming Condominium Ownership Act (Sections 34-20-101 et seq. Wyoming Statutes of 1977, Republished Edition).

2. Declaration shall mean and refer to this Declaration of Condominium of the Plumtree Village, Condominium Project, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof (and in particular, in accordance with the provisions of Article III, Sections 54 through 60 hereof concerning amendments and supplements to this Declaration which are to occur in conjunction with each addition to the Project of a portion of the Additional Land).

3. Condominium Map or the Map shall mean and refer to Map of Plumtree Village", a Condominium Project", executed and acknowledged by Declarant on the 23rd day of April, 1981, consisting of four sheets and prepared and certified to by Bush & Gudgell, land surveyors, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with the provisions hereof.

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4. Homeowners Association or Association shall mean and refer to the Plumtree Condominium Association, a Wyoming Corporation, non-profit in nature, and its successors and assigns, to be organized as provided herein.

5. Common Elements shall mean and refer to the entire Project (including, but not by way of limitation, all land, all parts of the Buildings, and all other common areas and facilities) other than the Units, and includes the Limited Common Elements.

6. Limited Common Elements shall mean refer to those common elements designated in this Declaration or in the Condominium Map as reserved for the use of a certain Unit to the exclusion of the other Units.

7. Unit shall mean and refer to one of the home Units which is designated as a Unit on the Condominium Map and in Exhibit A attached hereto and incorporated herein by this reference, together with its appurtenant undivided ownership in the Common Elements (expressed as a fraction of the entire ownership in the Common Elements. Any wall on the perimeter of a Unit, except for the finished surface thereof which is on the interior of a Unit, shall constitute a part of the Common Elements. Such finished surface shall be a part of the Unit to which it relates. A Unit shall include any walls or partitions which are wholly contained within its perimeter and the surfaces of any floors and ceilings which bound it. A Unit shall not include any pipes, wires, conduits, or other utility lines through it which are utilized for or which serve more than one Unit and, notwithstanding anything to the contrary contained herein, shall not include any load bearing walls or floor comprising a part of the Building in which the Unit is contained.

8. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit A and on the Condominium Map.

9. Unit Owner or Owner shall mean and refer to the person who is the owner of record (in the office of the County Clerk of Sweetwater County, Wyoming) of a fee or an undivided fee interest in a Unit. Notwithstanding any applicable theory relating to a mortgage or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

10. Building shall mean and refer to a structure containing or to contain Units.

11. Building Number shall mean and refer to the number which designates a Building in the attached Exhibit A and on the Condominium Map.

12. Additional Land shall mean, refer to, and consist of the following described parcel of real property situated in Sweetwater County, State of Wyoming:

See Exhibit C attached hereto and incorporated herein by this reference.

A description of the Additional Land is set forth in this Declaration solely for purposes of identification. This Declaration is not intended as and should not be deemed to constitute any lien, encumbrance, restriction, or limitation upon any portion of the Additional Land unless and until such portion is added to the Project in accordance with law and the provisions hereof (and in particular, in accordance with the provisions of Article III, Section 54 through 60 hereof).

13. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Homeowners Association to perform or exercise its functions, duties, or rights under the Act, this Declaration, any Management Agreement which may be entered into for operation of the Project, and such rules and regulations as the Association may from time to time make and adopt. Common Expenses shall include, but not be limited to, all costs and charges for water and sewer to the Units and to the Common Elements, insurance, ground maintenance, exterior Building maintenance, garbage removal, management costs or fees, snow removal.

14. Mortgage shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

15. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Condominium Unit and a beneficiary under a first deed of trust on any Condominium Unit, its successors, insurers, or assigns.

16. Tract shall mean, refer to, and consist of the real property which Article II of this Declaration submits to the terms of the Act, together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with the law and the provisions of this Declaration.

17. Condominium Project or Project shall mean and refer to the Plumtree Village, a Condominium Project.

18. Declarant shall mean and refer to SYNERGETICS, a Utah Limited Partnership, and/or any successor to said entity which, either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project and/or to the Additional Land (or a portion thereof) as did its predecessor.

19. Fractional Interest shall mean and refer to the fractional interest of each Owner in the Common Elements of the Project at any point in time subject to revision upon expansion as provided in Article IV, Section 2 hereof.

ARTICLE II SUBMISSION

This is hereby submitted to the provisions of the Act, as the Tract initially associated with the Plumtree Village Condominium Project, the following described parcel of real property situated in Sweetwater County, State of Wyoming:

See Exhibit "B" attached hereto and incorporated herein by this reference.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes assessments, and charges imposed or levied by governmental or quasi governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of

record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Condominium Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each of the Buildings and all of the other improvements described in this Declaration or in the Condominium Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; (ii) To construct and complete on the Additional Land or any portion thereof such improvements as Declarant or said assignee or successor shall determine to build in its sole discretion (and whether or not the Additional Land or said portion has been or thereafter will be added to the Project); (iii) To improve portions of the Tract with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire ten years after the date on which this Declaration is filed for record in the Official Records of Sweetwater County, Wyoming.

ARTICLE IV COVENANTS, CONDITIONS AND RESTRICTIONS

The following submission is made upon and under the following covenants, conditions, and restrictions contained in Articles IV through VIII:

1. Description of Improvements. The improvements included in the Project are now or will be located upon the Tract. The significant improvements contained in the Project (other than improvements located on or otherwise associated with portions of the Additional Land) include one (1) Building containing eight Units, twelve (12) covered parking spaces as Limited Common Elements, other parking areas and concrete sidewalks or walkways. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Condominium Map. The Project (excluding that part thereof located on or otherwise associated with the Additional Land) also contains or will contain other improvements of a less significant nature, such as outdoor lighting and landscaping, all of which are to be of the type and in

the location reasonably determined to be appropriate by Declarant. The Condominium Map shows the basement, the number of stores, and the number of Units which are contained in the Building initially included in the project.

2. Description and Legal Status of Units. The Condominium Map shows the Unit designation of each Unit not located within the boundaries of the Additional Land, its location, dimensions from which its Size may be determined, and the Common Elements to which it has immediate access. Each Unit shall be capable of being separately owned, encumbered, and conveyed.

3. Computation of Undivided Interests. The fraction of undivided ownership interest in the Common Elements which, at any point in time, is appurtenant to a Unit shall be equal to the integer one (1) divided by the total number of Units then included in the Project. The fraction of undivided ownership interest which is initially appurtenant to each Unit currently contained in the Project has been computed in the aforesaid manner. From time to time in the future and under the circumstances described in Sections 54 through 60 of this Article IV, the undivided ownership interest appurtenant to each Unit theretofore contained in the Project may be recomputed and redetermined, but always through use of the formula described at the outset of this Section 3.

4. Contents of Exhibit "A". The Exhibit "A" to this Declaration furnishes the following information with respect to each Condominium Unit contained in the Project (other than within the boundaries of the Additional Land): (i) The designation of the Building in which the Unit is contained; (ii) The Unit designation; and (iii) The Fractional Interest initially appurtenant to the Unit (which is subject to revision as each expansion of the Project occurs). Revised Exhibit "A" incident to expansion of the Project shall include the Units shown on initial Exhibit "A", additional Units, and revised Fractional Interest.

5. Limited Common Elements. Limited Common Elements shall consist of one (1) covered parking space and one (1) balcony with storage space for each Unit, all as shown on the Condominium Map. The balcony adjoining a Unit shall be used in connection with such Unit to the exclusion of the use thereof by the other owners of Common Elements except by invitation. One parking space in the basement of each Unit identified by the same letter by which the Unit is identified is a Limited Common Element. A Unit may have more than one appurtenant basement parking space if so granted in the instrument conveying the Unit and such additional parking space shall be indicated in Revised Exhibit "A" to be recorded incident to each and every expansion of the Project.

6. Title. Title to a Condominium 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, including, but without limitation, joint tenancy or tenancy in common.

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

8. Partition Not Permitted. The Common Elements shall be owned in common by all the Owners of Condominium Units, and no Owner may bring any action for partition thereof.

9. Owner's Rights to Common Elements. Subject to the limi-

tations contained in this Declaration, any Owner shall have the non-exclusive right to use and enjoy the Common Elements and shall have the exclusive right to use and enjoy the Limited Common Elements designated herein for exclusive use by such Owner.

10. Ad valorem Taxation. Upon the recording of this Declaration and the filing of the Condominium Map for record in Sweetwater County, Wyoming, Declarant shall deliver a written notice to the Assessor of Sweetwater County, Wyoming, as provided by law, which notice shall set forth descriptions of the Condominium Units. Thereafter, all taxes, assessments and other charges of the state or any political subdivision of any special improvement district or any other taxing agent or assessing authority shall be assessed against and collected on each Condominium Unit, each of which shall be carried on the tax books as a separate and distinct parcel for the purpose, and not the Buildings or the Property as a whole. For the purpose of such assessment, the valuation of the Common Elements shall be apportioned among the Units in proportion to the percentage interest in the Common Elements appurtenant to such Units. The Association shall furnish to the Assessor all necessary information with respect to such Unit apportionment. No forfeiture or sale of any Condominium Unit for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Condominium Unit.

11. Owner's Rights With Respect to Interiors. Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of his Unit and all walls, ceilings, floors, doors and windows within such boundaries.

12. Easements for Encroachments. If any part of the Common Elements encroaches or shall hereafter 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 Elements, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Elements or any part of a Unit or Units encroaches or shall hereafter encroach on real property owned by Declarant outside the boundaries of the property, and easement for such encroachment shall exist. Such encroachments shall not be considered to be encumbrances either on the Common Elements or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building to be constructed on the Property, by error in the Condominium Map, 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.

13. Easements of Access for Repair, Maintenance and Emergencies. Some of the Common Elements are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of other Units shall have the irrevocable right, to be exercised by the Association as their agents, to have access to each Unit and to all Common Elements from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements to another Unit or Units. The Association shall also have such right independent of any agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association or of Owners shall be an expense of all the Owners; provided, however, that 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. Such damage shall be repaired and the property shall be restored substantially to the same condition as existed prior to damage. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to Sections 30 through 36 of this Article IV.

14. Owner's Right to Ingress and Egress and Support. Each owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit, and to the Limited Common Elements designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Condominium Unit.

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

16. Easements Deemed Created. All conveyances of Condominium Units hereinafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as shall give effect to Sections 12, 13 and 14 above even though no specific reference to such easements or to those Sections appears in any such conveyance.

17. Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Property and any expansion thereof, for ingress, egress installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity and other utility services. Further, the Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or advisable for the proper maintenance or operation of the Project.

18. Description of a Condominium Unit. Every contract for the sale of a Condominium Unit and every other instrument affecting title to a Condominium Unit and every other instrument affecting title to a Condominium Unit may describe that Condominium Unit by the number shown on the Condominium Map or Maps with the appropriate reference to the Condominium Map(s) and to this Declaration, as each shall appear on the records of the County Clerk, Sweetwater County, Wyoming, in the following fashion:

Condominium Unit _____ in Building No. _____,
(together with additional basement parking
_____) as shown on the Condominium Map
for Plumtree Village, a Condominium Project,
appearing in the records of the County Clerk of
Sweetwater County, Wyoming, Reception No. _____,
and as defined and described in the Declaration
of Condominium for Plumtree Village, appearing
in such records, Reception No. _____.

Such description will be construed to describe the Unit, together with the appurtenant undivided fractional interest in the Common Elements, and to incorporate all the rights incident to ownership of a Condominium Unit and all the limitations on such ownership as described in this Declaration, including all appurtenant undivided interests and all rights and limitations arising as a result of any expansion of the Condominium ownership project pursuant to Sections 54 through 60 of this Declaration.

19. Mechanic's Lien Rights. No labor performed or materials furnished for use in connection with any Unit with the consent or at the request of an Owner or his agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Elements except as to the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished. Each Owner shall indemnify and hold harmless each of the other Owners from and against liability or loss arising from the claim of any lien against the Condominium Unit, or

any part thereof, of any other Owner for labor performed or for materials furnished in work on the first Owner's Unit. At the written request of any Owner the Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed the materials furnished the amount necessary to discharge any such lien, including all costs incidental thereto, and obtaining a discharge of the lien. Such collection shall be made by a special assessment pursuant to Sections 30 through 36 of this Article IV.

20. The Association; Membership. Every Owner shall be entitled and required to be a member of the Association. If title to a Condominium Unit is held by more than one person, the membership related to that Condominium Unit shall be shared by all such persons in the same fractional interests and by the same type of tenancy in which the title to the Condominium Unit is held. An Owner shall be entitled to one membership for each Condominium Unit owned by him. Each such membership shall be appurtenant to the Condominium Unit upon which it is based and shall be transferred automatically by conveyance of that Condominium Unit. 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 shall so state and shall in addition state that the membership in the Association may not be transferred except in connection with the transfer of a Condominium Unit; provided, however, that the rights of membership may be assigned to a Mortgagee as further security for a loan secured by a lien on a Condominium Unit.

21. Board of Directors. The Board of Directors of the Association shall consist of five (5) members elected by the Owners, provided, however, that until three-fourths (3/4) of the Condominium Units in the Project (including any expansion thereof as provided herein) have been conveyed to purchasers or the expiration of five years from the conveyance of first Unit in the Project, whichever event first occurs, Declarant may select three members of the Board. In addition to individual Owners, partners of partnerships and officers of corporations owning Units shall be eligible for membership on the Board. No amendment of this Section 21 may be made without the written consent of Declarant so long as Declarant owns five or more unsold Units in the Project.

22. Votes. The number of votes appurtenant to each respective Unit shall be equal to the Fractional Interest set forth in Exhibit "A" attached hereto as the same may be revised incident to any and all expansions of the Project. The number of votes appurtenant to each Unit as set forth in said Exhibit "A" (subject to revisions resulting from said expansion) shall have a permanent character and shall not be altered without the unanimous written consent of all Owners.

23. 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, that no such transfer or assignment shall relieve the Association of any of the obligations set forth herein. Any such transfer or assignment shall not revoke or change any of the rights or obligations of any Owners as set forth herein.

24. Amplification. The provision of this Article may be amplified by the Articles of Incorporation of the Association and by the Bylaws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

25. Rights and Duties of the Association. The Association, subject to the rights of the Owners set forth herein, shall be responsible for the exclusive management and control of the Common Elements 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; provided, however, that each Owner of a Condominium Unit shall keep their balcony

designated for use in connection with his Unit, in a good, clean, sanitary and attractive condition, and shall maintain and repair any heating and air conditioning equipment which are designated for use in connection with his Unit. The Association shall be responsible for the maintenance and repair of exterior surfaces of the Buildings, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, the maintenance and repair of other Common Elements, including utility lines, and all other improvements or material located within or used in connection with the Common Elements. The specification of duties of the Association with respect to particular Common Elements shall not be construed to limit its duties with respect to other Common Elements, as set forth in the first sentence in this Section. The cost of such management, operation, maintenance and repair by the Association shall be borne as provided in Sections 30 through 36 of this Article.

26. Miscellaneous Services. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it 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 it 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 lighting, heating, water, trash collection, snow removal, grounds maintenance, sewer service, and other common services to each Unit. The cost of such services shall be borne as provided in Sections 29 through 35 of this Article IV.

27. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the 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 their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Condominium Unit. A transfer of a Condominium Unit shall transfer to the transferee ownership of the 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 Condominium Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Condominium Unit.

28. Rules and Regulations. The Association may make reasonable rules and regulations governing the use of the Units consistent with the rights and duties established in this Declaration. Such rules and regulations may include, without limitation, a requirement that draperies, shades or other interior window coverings (including the interior surfaces of any window or door glass) used in Units shall present a uniform appearance of type and color from the exterior of the Building and that the Association shall have the right to inspect and approve all proposed draperies, shades or other interior window coverings to insure compliance with such rule before installation thereof in any Unit. The Association may suspend any Owner's voting rights in the Association during any period or periods during which such Owner fails to comply with such rules and regulations or with any other obligations of such Owner under this Declaration. The Association may also take judicial action against any Owner to enforce compliance with such rules, regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law.

29. Implied Rights. The Association may exercise any other right or privilege given to it 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 it herein or reasonably necessary to effectuate any such right or privilege.

30. Assessments. Declarant, for each Condominium Unit owned by it within the Project, and for and as the owner of the Project and every part thereof, hereby covenants, and each Owner of any Condominium Unit by the acceptance of a deed therefor, 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 annual 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. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Declaration.

31. Amount of Total Annual Assessments. The total annual assessments against all Condominium Units shall be based upon advance estimates of cash requirements by the Association to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements or furnishing utility services, which estimates may include, among other things, expenses of management; grounds maintenance, taxes and special assessments, until the Condominium Units are separately assessed as provided herein; premiums for all insurance which the Association is required or permitted to maintain pursuant hereto; 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; 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.

32. Apportionment of Annual Assessments. Expenses attributed to the Common Elements and to the Project as a whole shall be apportioned among all Owners in proportion to their respective Fractional Interests.

33. Notice of Annual Assessments and Time for Payment Thereof. Annual assessments shall be made on a calendar year basis. The Association shall give written notice to each Owner as to the amount of the annual assessment with respect to his Condominium Unit not more than sixty (60) days nor less than thirty (30) days prior to the beginning of the next calendar year. Such assessment shall be due and payable in monthly installments on the 1st day of each and every month of each year; provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Association as the date of commencement of the Project. Such assessment shall be due and payable within thirty (30) days after written notice of the amount thereof shall have been given to the respective Owner of a Condominium Unit. Each monthly assessment shall bear late payment fee in an amount equal to four (4) percent from the date it becomes due and payable if not paid within fifteen (15) days after due date. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Condominium Unit for such assessment, but the date when payment shall become due in such case shall be deferred to a date thirty (30) days after such notice shall have been given.

34. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year 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 for 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 shall be construed to prescribe the manner of assessing for expenses authorized by other Sections hereof which shall make specific reference to this Article. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Elements. (Declarant's interest in Common Elements shall be determined on the same basis set forth in Section 32). Notice in writing of the amount of such special assess-

ments 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. A special assessment shall bear interest at the rate of fifteen percent (15%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

35. Lien for Assessments. All sums assessed to any Condominium Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Condominium Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Condominium Unit, except only for: (a) valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority; and (b) a lien for all sums unpaid on a first Mortgage or on any Mortgage to Declarant, duly recorded in the office of Sweetwater County, Wyoming real estate records, including all unpaid obligatory advances to be made pursuant to such Mortgage and secured by the lien thereof in accordance with the terms of such instrument. All other lienors acquiring liens on any Condominium Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium Unit and a description of the Condominium Unit. Such a 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 lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wyoming. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid an amount equal to its then existing lien 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 release of notice of lien shall be executed by the Association and recorded in the office of the County Clerk of Sweetwater County, Wyoming, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Condominium 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.

The Association shall report to any encumbrancer of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

36. Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his Condominium Unit.

37. Statement of Account. Upon payment of a reasonable fee not to exceed twenty-five Dollars (\$25.00) and upon written request of any Owner or any Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium Unit, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Condominium Unit; the amount of the current yearly assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums; and such 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 which acquired its interest subsequent to requesting such statement. Where a prospective purchaser makes such request, both the lien for such unpaid assessments and the personal obligations of the purchaser shall be released automatically if the statement is not furnished within the twenty (20) day period provided herein and thereafter an additional written request is made by such purchaser and is not complied with within ten (10) days, and the purchaser subsequently acquires the Condominium Unit.

38. Restricted to Residential Use. Each Condominium Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease of a Condominium Unit for residential purposes shall be permitted, provided, however, that (i) no Owner may lease his Unit for transient or hotel purposes, (ii) no Owner may lease less than his entire Unit, or for a period of less than thirty (30) days, (iii) any lease agreement shall provide that the same shall be subject in all respects to the terms of the Declaration and By-Laws and that any failure to comply therewith shall be a default under the lease, and (iv) all leases must be in writing. This Section 38 may not be amended without the approval of all Mortgagees.

39. Use of Common Elements. There shall be no obstruction of the Common Elements by the Owners and/or their guests without the prior written consent of the Association. The Association may by rules and regulations prohibit or limit the use of the Common Elements as may be reasonably necessary for the purpose of protecting the interest of all the Owners or protecting the Units or the Common Elements. Nothing shall be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Common Elements except upon the prior written consent of the Association.

40. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof or increase of the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be a 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 Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof, 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 the Project.

41. Animals. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that only two (2)

house pets may be kept in the Units. No animals shall be permitted on the Common Elements except generally recognized house pets only when accompanied by and under the control of the persons to whom they belong, including the use of the leashes. The Association may assess pet owners, whether Unit Owners or other occupants, a reasonable monthly fee deemed necessary to keep the Common Elements cleared of droppings and to repair damages by pets. Said fee shall be related to the size, nuisance caused and the number of pets kept by an Owner or occupant as determined by the Association. Amounts owing by Owners pursuant hereto shall be collected by the Association by assessment pursuant to assessment provisions hereinbefore provided.

42. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

43. Maintenance of Interiors. Each Owner shall keep the interior of his Unit, including, without limitation, interior walls, windows, glass, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean, sanitary and attractive condition, and good state of repair at all times.

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

45. Signs. No signs whatsoever shall be erected or maintained in the Common Areas without the prior written consent of the Committee, except: (i) Such signs as may be required by legal proceedings, and (ii) Such signs as Declarant may erect or maintain incident to sale of Units.

46. Certain Parking Restrictions. Except for temporary parking, no recreational vehicles and related items (boats, campers, trailers, commercial vehicles and equipment, trucks larger than 3/4 ton pickups, motor homes and the like) shall be parked on any portion of the Common Elements or the Limited Common Elements but shall be parked in the recreational vehicle parking area to be provided in the Project, subject to the Rules and Regulations of the Association. The Owner or occupant of any one Unit shall not park or maintain on the Project more than two motor vehicles used on a regular basis without the written consent of the Association.

47. Reservation of Declarant. Notwithstanding anything contained herein to the contrary, until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Committee shall interfere with the completion of improvements and sale of the remaining Units. The Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto to Unit Owners. Declarant reserves the right to relocate the same from time to time within the Project; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Project such advertising signs, which may be placed in any location on the Project and may be relocated or removed, all at the sole discretion of Declarant. The reservation of this easement to facilitate sales is expressly made applicable to the Additional Land.

48. Hazard Insurance. The Association shall at all times maintain in force hazard insurance meeting the following requirements:

- (i) A multi-peril type master policy covering the entire Project (including Units, Common Elements and Limited Common Elements) shall be maintained. As a minimum, such policy shall provide fire and extended coverage insurance (as well as all other coverage of the kinds and in the amounts commonly required by private institutional Mortgage investors for projects similar to the Project in construction, location, and use) on a replacement cost basis in an amount not less than

one hundred percent (100%) of the insurable value.

(ii) If the Project is or comes to be situated in a locale identified by the Federal Emergency Management Agency as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Program (the Program) of a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of (a) the maximum coverage available under the Program for all Buildings and other insurable property within any portion of the Project, or (b) 100% of current replacement cost of all such Buildings and other insurable property.

(iii) The name of the insured under each policy required to be maintained by the foregoing items (i) and (ii) shall be in the form and substance essentially as follows: "The Plumtree Village Condominium Association for the use and benefit of the individual Owners". (Said Owners shall be designated by name, if required.)

(iv) Each such policy shall include the standard mortgagee clause commonly accepted by private institutional Mortgage investors in the area in which the Project is located, which clause either shall be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee named at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

49. Fidelity Insurance. The Association shall at all times maintain in force blanket fidelity coverage against dishonest acts on the part of managers, directors, officers, employees, trustees, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the insured and shall be written in an amount based upon best business judgment of the Association and shall not be less than the estimated maximum of funds, including reserve funds in the Custody of the Association or the managing agent at any given time during the term of each bond, but shall in no event be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.

50. Public Liability and Property Damage. The Association of Unit Owners shall at all times maintain in force a comprehensive policy of general public liability insurance covering all of the Common Elements and all public ways located within the Project. Such insurance shall include a "severability of Interest Endorsement" which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners or the Association. The scope of coverage shall be as to include all coverage in the kinds and amounts required by private institutional Mortgage investors for projects similar in construction, location, and use. The coverage for personal injury and/or property damage shall be for at least \$1,000,000.00 per occurrence.

51. Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

52. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Sections 48, 49, 50 and 51 shall be written by an insurance carrier which is licensed to

transact business in the State of Wyoming and which has a financial rating by Best's Insurance Key Rating Guide Reports of Class VI or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee or the Association; (ii) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limited clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds. The provisions of this Section 52 and of the foregoing Sections 48, 49, 50 and 51 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 hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

53. Owner's Own Insurance. Notwithstanding the foregoing provisions, each Owner may obtain insurance at his own expense providing coverage upon his Condominium Unit, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to above Sections concerning insurance. All such insurance of the Owner's Condominium Unit shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents, guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

54. Reservation of Right to Expand. Declarant hereby reserves the right until the sixth (6th) anniversary of the recording of this Declaration to expand the Project from time to time without consent of any Owner or Mortgagee. The right to expand may be terminated prior to such anniversary only upon the filing by Declarant of an amendment to this Declaration which by the provision thereof terminates the right to expand. Declarant expressly reserves the right to add any or all portions of Additional Land at any time, at different times in order, without limitation; provided, however, that the Additional Land shall not exceed the area described on Exhibit "C" hereto. There are no other limitations on the right to expand.

55. Supplemental Declarations and Supplemental Condominium Maps. Such expansion may be accomplished by filing for record by Declarant in the office of the County Clerk of Sweetwater County, Wyoming, no later than six (6) years from the date of the recordation of this Declaration, a supplement or supplements to this Declaration containing a legal description of the site or sites for new Buildings and other improvements, together with a supplemental Condominium Map containing substantially the same information with respect to the new Buildings and other improvements as was recorded on the original Condominium Map with respect to the initial Buildings and other improvements. The expansion may be accomplished in stages by successive supplements.

56. Expansion of Definitions. In the event of such expansion the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., "Property" shall mean the real property described hereinabove plus any additional real property within the Additional Land added by a Supplemental Declaration or by Supplemental Declarations and reference to this Declaration shall mean this Declaration as so supplemented. Upon recordation of the supplements contemplated above, the revised schedule of Fractional Interests contained therein shall become effective for all purposes and shall completely supercede any schedule which was contained in any Declaration for supplementary declaration previously recorded in connection with the Project or any portion of the Additional Land. And upon the recordation of such Supplemental Declaration(s) they shall automatically supplement this Declaration, the Condominium Map, and any supplements previously recorded. At any point in time, the Declaration and the Condominium Map for the Project shall

consist of this Declaration and the Condominium Map initially effective hereunder, as amended and expanded by all supplements theretofore recorded pursuant to the terms hereof.

57. Assurances and Reservations. Declarant makes no assurance as to the location of Buildings or improvements on the Additional Land. At such time as the Project is fully expanded, the maximum number of Units in the Project will be no more than Two Hundred Eighty (280) Condominium Units. Buildings to be constructed on the Additional Land will be compatible in quality, materials and architectural style with the Buildings hereby submitted to the provisions of the Act. Units on Additional Land will be substantially identical or similar to those within the initial phase of the Project. Declarant expressly reserves the right to create Limited Common Elements on the Additional Land and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. In the event the Declarant shall not use any portion of the Additional Land, Declarant shall nevertheless have the right to construct all or any portion thereof any Building(s) on the Additional Land and operate the same without restriction. All improvements to be made on any portion of the Additional Land may be of the type and in the location reasonably determined to be appropriate by the Declarant, so long as such determination is not inconsistent with any limitation imposed by this Declaration. Buildings or other structures erected on any portion of the Additional Land shall be constructed in a good and workmanlike manner. The principal materials used in the construction of Buildings on any such portion shall, in general, be the same as the principal materials composing the Buildings in the initial phase of the Project.

58. No Obligation to Expand. Notwithstanding anything to the contrary which may be contained herein, this Declaration is not intended, and shall not be construed so as, to impose upon Declarant any obligation respecting, or to restrict Declarant in any way with regard to: (i) the submission of any portion of the Additional Land to the provisions of the Act or this Declaration; (ii) the creation, construction, or addition to the Project of any additional real property; (iii) the carrying out in any particular way or at any particular time of any development which may be undertaken; or (iv) the taking of any particular action with respect to the Additional Land, the Project, any land or any phase. Accordingly, Declarant may create an Additional Land any development which would be entirely independent and unrelated to the Project created by this Declaration.

59. Maximum-Minimum Percentage Interest. The maximum Percentage Interest which is appurtenant to any Unit in the Project shall be as set forth in said Exhibit "A". Any expansion(s) of the Project through the addition thereto of the Additional Land or portions thereof and through the creation on the portions of the Additional Lands concerned of additional Condominium Units shall be such that the Fractional Interest in the Common Elements which at any point in time is appurtenant to any Unit then in the Project is not more than 1/8 and not less than 1/280.

60. Votes and Assessments. Votes appurtenant to Units resulting from each expansion of the Project shall become effective immediately upon the recording of Revised Exhibit "A" incident to each and every expansion effected. Assessments applicable to such Units shall become payable at the time provided in Section 33 of Article IV of this Declaration.

ARTICLE V: CASUALTY DAMAGE OR DESTRUCTION

1. Affects Title. Title to each Condominium Unit is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Condominium Unit.

2. Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful agent in their name, place and stead for the purpose of dealing with the Pro-

act upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney in fact herein provided.

3. General Authority of Association. As attorney in fact, the Association 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 Condominium Unit Owner which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the improvements as used in the succeeding subparagraphs mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before. The proceeds of the insurance collected shall be available to the Association for the purpose of repair or reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuilt in accordance with the provisions set forth hereinafter.

In the event any Mortgagee should not agree not to rebuild, the Association shall have the option to purchase such Mortgage by payment in full of the amount secured thereby if the Owners are in unanimous agreement not to rebuild. The Association shall obtain the funds for such purpose by special assessments under ARTICLE IV of this Declaration.

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 it deems reliable and complete of the costs of repair or reconstruction of that part of the Project damaged or destroyed.

5. Repair of Reconstruction. As soon as practicable after receiving these estimates the Association shall diligently pursue to completion the repair or reconstruction of the 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 that in such latter event the number of cubic feet and the number of square feet of any Unit may not vary by more than 6% 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. The same easements for encroachments as declared in Article IV, Section 12 above shall and do hereby apply under the provisions of this Section.

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 Section 34 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 said Section 34. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

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 6 constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for 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 each Owner made pursuant to the Assessments the Association made under Section 6 of this Article.

8. Decision Not to Rebuild. If all Owners and all holders of first Mortgages on Condominium Units agree not to rebuild, as provided herein, the Project shall be sold and the proceeds distributed as hereinafter provided. 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 of the Owners free and clear of the provisions contained in this Declaration, the Condominium Map and the Bylaws of the Association. The sale proceeds shall be apportioned among the Owners in proportion to the respective Percentages Interest, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Association, and shall be further identified by the Condominium 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 encumbrancers (including the Association) in the order of the priority of their liens and the balance remaining to each respective Owner.

ARTICLE VI: RIGHTS OF MORTGAGEES

From and after the time a Mortgagee makes written request to the Association therefor, the Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration or the Act shall be subordinate to the Mortgage affecting such Condominium Unit, and the Mortgagee thereunder which comes into possession or which obtains title to the Condominium Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Condominium Units including the Condominium Unit in which the Mortgagee is interested). No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Condominium Unit affected or previously affected by the Mortgage concerned.

Unless at least seventy-five percent (75%) of the Mortgagees (based upon one vote for each Mortgage) or Owners (other than Declarant) of the individual Condominium Units have given their prior written approval, the Association shall not be entitled, by act, omission, or otherwise:

- (a) To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which is established by this Declaration and the Condominium Map;
- (b) To partition or subdivide any Unit;
- (c) To abandon, partition, subdivide, encumber, sell or transfer all or any part of the Common Elements (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Elements, and except as such matters (arguably) might result from Declarant's addition to the Project of some or all of the Additional Land);

which obtains title to the Unit encumbered by

(d) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Elements) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided in Article V in the event of Casualty Damage or Destruction;

(e) To change the pro rata interests or obligations of any unit which apply for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in the Common Elements, except as such changes may occur as a result of Declarant's addition to the Project of some or all of the Additional Land;

(f) To make any material amendment to the Declaration or to the By-Laws of the Association;

(g) To effectuate any decision of the Association to terminate professional management and assume self-management of the Project.

The Association shall not: (i) alter the provisions of Sections 48, 49, 50, 51, 52 and 53 or Article IV in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby; or (ii) fail to maintain the insurance coverage described in said Sections.

Any institutional holder of the first Mortgage on a Unit in the Project shall, upon request, be entitled to: (i) inspect the books and records of the Project during normal business hours; (ii) receive an annual audited financial statement of the Project within 90 days following the end of any fiscal year of the Project; and (iii) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

The Association shall establish an adequate reserve to recover the costs of reasonably predictable and if necessary major repairs and replacements of the Common Elements and shall cause such reserves to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

Any agreement for professional management of the Condominium Project which may be entered into by the Association, and any contract (to which the Association is a party) shall call for a term not exceeding one (1) year renewable by agreement of the parties for successive one-year periods and shall provide that either party, with or without cause and without payment of any termination fee, may terminate same upon not in excess of thirty (30) days written notice.

From and after the time a Mortgagee makes written request to the Association, the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or taking or anticipated condemnation of: (i) The Common Elements involving an amount in excess of, or reasonably estimated to be in excess of Ten Thousand Dollars (\$10,000.00); or (ii) Any Unit encumbered by the Mortgage held by such Mortgagee, if the amount involved in such damage, loss or taking is in excess of, or reasonably estimated to be in excess of One Thousand Dollars (\$1,000.00). Said notice shall be given within ten (10) days after the Association learns of such damage, loss, taking, or anticipated condemnation.

No provision of this Declaration gives or may give a Unit Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for loss to or taking of Units and/or the Common Elements.

Any Mortgagee which obtains title to the Unit encumbered by its Mortgage pursuant to the remedies provided for in said Mortgage, pursuant to foreclosure of said Mortgage, pursuant to exercise of a power of sale available under said Mortgage, or pursuant to deed or assignment in lieu of foreclosure, shall be exempt from and shall in no way be governed by or subject to any "right of first refusal" which may be contained in or provided for in this Declaration.

In the event another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article VI, the provision or clause which results in the greatest protection and security for a Mortgagee shall control the rights, obligations, or limits or authority, as the case may be, applicable to the Association with respect to the subject concerned.

No amendment to this Article VI which has the effect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless all of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article VI shall be accomplished by an instrument executed by the Association and filed for record in the office of the Sweetwater County Clerk. In any such instrument an officer of the Association shall certify that any prior written approval of Mortgagees required by this Article VI as a condition to amendment has been obtained.

ARTICLE VII: AMENDMENT

Except as provided in, and/or subject to the terms of items (a) through (c) below, the vote of at least 2/3 of the Fractional interest present at a meeting of the Association duly called and convened shall be required to amend this Declaration or the Condominium Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument the Association shall certify that the vote required by this Article for amendment has occurred. The foregoing right of amendment shall, however, be subject to the following:

(a) Any amendment to the foregoing Article VI ("Rights of Mortgagees") shall be subject to the matters treated by the last Paragraph of said Article.

(b) Declarant shall have the right unilaterally to amend and supplement this Declaration and the Condominium Map in conjunction with its addition to the Project of each portion of the Additional Land, all in the manner and to the extent, but only in the manner and to the extent, provided for in Sections 54 to 60, inclusive, or Article IV of this Declaration.

(c) Unit Declarant has conveyed all but five Units in the Project, as it may be expanded as herein provided, no amendment to the Condominium Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, authority, privilege, protection, or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

ARTICLE VIII: GENERAL PROVISIONS

1. Compliance. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, the By-Laws, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by an action to recover sums due for dam-

ages or injunctive relief or both, maintainable by the Committee on behalf of Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

2. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration, or the rights of Declarant hereunder respecting any given portion of the Additional Land, may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

3. Interpretation. To the extent the provision of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

4. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Condominium Map shall take effect upon its being filed for record in the office of the County Clerk of Sweetwater County, Wyoming.

EXECUTED by Declarant on this 8 day of Sept, 1981.

"Declarant"

SYNERGETICS
(A Utah Limited Partnership)
By
Lancer Industries, Inc.,
General Partner

By Robert D. Kent
Its Secretary

STATE OF UTAH)
) ss
County of Salt Lake)

The foregoing instrument was acknowledged before me this 8th day of September, 1981, by ROBERT D. KENT JR., the Secretary of Lancer Industries, Inc., a Corporation and General Partner of SYNERGETICS, a Utah Limited Partnership, and he acknowledged to me that said Corporation executed the same as the General Partner in, and on behalf of, Synergetics.

Witness my hand and official seal.

William C. Bray
NOTARY PUBLIC
Residing at Salt Lake City

My Commission Expires:

2-1-85

EXHIBIT "A"
TO THE
DECLARATION OF THE CONDOMINIUM
OF THE PLUMTREE VILLAGE
A Wyoming Condominium Project
(An Expandable Condominium)
Phase 1

<u>Building No.</u>	<u>Unit Designation</u>	<u>Fractional Interest</u>
1	A	1/8
1	B	1/8
1	C	1/8
1	D	1/8
1	E	1/8
1	F	1/8
1	G	1/8
1	H	1/8
		<u>1.00</u>

EXHIBIT "B"

TO THE

DECLARATION OF CONDOMINIUM OF THE
PLUMTREE VILLAGE
A Wyoming Condominium Project
(An Expandable Condominium)

A parcel of land located in Block 5 Mountain View Subdivision, a subdivision located in the West 1/2 of Section 33, Township 19 North, Range 105 West, 6th Principal Meridian, Rock Springs, Sweetwater County, Wyoming and being more particularly described as follows:

Beginning at a point on the Northerly line of said Block 5', said point being South 69°17'33" East 250.00 feet from the most North corner of said Block 5 and running thence South 20°42'27" West 126.00 feet; thence South 69°17'33" East 150.00 feet; thence North 20°42'27" East 126.00 feet to a point on said Northerly line; thence North 69°17'33" West 150.00 feet to the point of beginning.

Contains 0.43 acres more or less.

EXHIBIT "C"
TO THE

DECLARATION OF CONDOMINIUM OF THE
PLUMTREE VILLAGE
A Wyoming Condominium Project
(An Expandable Condominium)

A parcel of land located in Block 5 and Block 6, Mountain View Subdivision, a subdivision located in the West 1/2 of Section 33 Resurvey, Township 19 North, Range 105 West, 6th Principal Meridian, Rock Springs, Sweetwater County, Wyoming, being the Additional Land, and being more particularly described as follows:

Beginning at Northerly corner of said Block 5 and running thence South 69°17'33" East 250.00 feet along the Northerly line of said Block 5; thence South 20°42'27" West 126.00 feet; thence South 69°17'33" East 150.00 feet; thence North 20°42'27" East 126.00 feet to a point on said Northerly line; thence South 69°17'33" East 27.30 feet along said Northerly line to the point of a 910.00 foot radius curve to the right; thence Southeasterly 430.82 feet along the arc of said curve to the most Northerly corner of Plaza Court, a subdivision of a portion of said Block 5; thence South 53°18'35" West 626.35 feet along the Northwesternly line of said Plaza Court to the most Westerly corner of said Plaza Court; thence South 35°39'42" East 270.29 feet, thence South 54°20'18" West 1150.00 feet along the Southeasterly line of said Block 6, thence North 35°39'42" West 111.52 feet to the most Westerly corner of said Block 6; thence North 20°42'27" East 1673.20 feet to the point of beginning.

Contains 20.45 acres more or less.