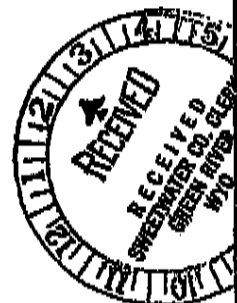


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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POSTAL SQUARE PLANNED UNIT DEVELOPMENT,
A RESUBDIVISION OF LOTS 3, 4 AND 5 OF
THE WHITE MOUNTAIN PROPERTIES, AMENDED, ADDITION TO THE
CITY OF ROCK SPRINGS, SWEETWATER COUNTY, WYOMING



THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed this 19th day of August, 1985, by Commercial Properties, a Wyoming General Partnership consisting of Samuel A. Lincoln, III, William R. McCurtain and W. D. Thomas, partners, and Samuel A. Lincoln, III and Elizabeth D. Lincoln, husband and wife, all of Rock Springs, Sweetwater County, Wyoming, hereinafter referred to as Declarant, witnesseth as follows:

WHEREAS, Declarant is the owner of the following described real property and premises, hereinafter referred to as the Property, situate in the County of Sweetwater, State of Wyoming, to-wit:

All of the real property and premises located in Postal Square Planned Unit Development, a Resub-division of Lots 3, 4 and 5 of the White Mountain Properties, Amended, Addition to the City of Rock Springs, as the same is laid down and described on the official Plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record; and

WHEREAS, Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, in order to preserve, protect and enhance the values and amenities of the Property for the benefit of the Property and each Owner thereof;

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby declares that all of the above described Property is and shall be held, sold, transferred, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, which shall run with and be binding upon the Property and which shall be binding upon and inure to the benefit of each Owner thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Declaration. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and all amendments thereto.

Section 2. Declarant. Declarant shall mean and refer to Commercial Properties, a Wyoming General Partnership consisting of Samuel A. Lincoln, III, William R. McCurtain and W. D. Thomas, partners, and Samuel A. Lincoln, III and Elizabeth D. Lincoln, husband and wife, and their heirs, successors and assigns.

Section 3. Association. Association shall mean and refer to Postal Square Owners Association, Inc., a Wyoming Nonprofit Corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its Officers.

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Section 4. Board. Board shall mean and refer to the Board of Directors of the Association.

Section 5. Property. Property shall mean and refer to the following described real property and premises, situate in the County of Sweetwater, State of Wyoming, to-wit:

All of the real property and premises located in Postal Square Planned Unit Development, a Resubdivision of Lots 3, 4 and 5 of the White Mountain Properties, Amended, Addition to the City of Rock Springs, as the same is laid down and described on the official Plat thereof, filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, subject, however, to all exceptions, reservations and restrictions of record.

Section 6. Plat. Plat shall mean and refer to the subdivision Plat for Postal Square Planned Unit Development, a Resubdivision of Lots 3, 4 and 5 of the White Mountain Properties, Amended, Addition to the City of Rock Springs, Sweetwater County, Wyoming, which was filed of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, on the 7th day of August, 1985, in Book of Plats at Pages 311, 311A and 311B.

Section 7. Unit. Unit shall mean and refer to any of the separately designated and identified platted Units as shown on the Plat for Postal Square Planned Unit Development, including the structures located on any such platted Unit and the appurtenances situate thereon and appertaining thereto, specifically excepting therefrom all of the Common Areas.

Section 8. Common Areas. Common Areas shall mean and refer to all of the Property, excepting therefrom those portions of said Property separately designated and identified as Units on the Plat for Postal Square Planned Unit Development. Unless otherwise designated, the general term Common Areas shall be deemed to hereinafter include the more specific term Limited Common Areas, as hereafter defined. All of the Common Areas shall be owned by the Association for the common use and enjoyment of the Owners.

Section 9. Limited Common Areas. Limited Common Areas shall mean and refer to those portions of the Common Areas separately designated and identified on the Plat for Postal Square Planned Unit Development as exclusive use areas corresponding to and for the benefit of the respective Units within the Property.

Section 10. Owner. Owner shall mean and refer to any record owner, whether a natural person or an entity, of a fee simple title interest in any Unit, including Declarant and including contract sellers and contract purchasers, as may be designated in the contract documents, but excluding any such record owner having such an interest therein merely as a Mortgagee. When a person who is an Owner conveys or otherwise assigns of record his fee simple title interest to a Unit, then, retroactive to the date of such conveyance or assignment, such person shall thereafter cease to be an Owner; provided, however, that the foregoing shall not in any way extinguish or otherwise void any unsatisfied obligation of such person which existed at the time of such conveyance or assignment, specifically including without limiting the generality of the foregoing, any unsatisfied obligation to pay Association assessments.

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Section 11. Class I Unit. Class I Unit shall mean and refer to any Unit owned by any Owner other than Declarant.

Section 12. Class II Unit. Class II Unit shall mean and refer to any Unit owned by Declarant.

Section 13. Party Wall. Party Wall shall mean and refer to any wall which is built as a part of the original construction of the Units, or as a subsequent restoration, repair or replacement of such original construction, and which is placed on the dividing line between such Units.

Section 14. Party Wall Owner. Party Wall Owner shall mean and refer to the Owner of a Unit which is separated from another Unit by a Party Wall. If more than one Owner owns a Unit which is separated from another Unit by a Party Wall, then all of such owners shall collectively be the Party Wall Owner for such Unit.

Section 15. Mortgage. Mortgage shall mean and refer to any first mortgage, deed of trust or other document pledging a Unit as security for the payment of a debt or obligation.

Section 16. Mortgagee. Mortgagee shall mean and refer to any person, corporation, partnership, trust, company or other legal entity which takes, holds, owns or is secured by a Mortgage.

ARTICLE II

PROPERTY RIGHTS IN COMMON AREAS

Section 1. Easements of Use, Enjoyment, Ingress and Egress. Every Owner shall have, in conjunction with all other Owners, a right and easement of use and enjoyment in and to the Common Areas and a right and easement of ingress and egress upon, through, over and across the Common Areas for the purpose of getting to and from such Owner's Unit, which rights and easements shall be appurtenant to and pass with the conveyance of title to the Owner's Unit; provided, however, that such rights and easements shall be subject to the following:

(a) The exclusive easement concerning the Limited Common Areas corresponding to each Unit, as more particularly described in Section 2 of this Article II; and

(b) The covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration or contained in the Plat of the Property or contained in other instruments and documents of record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and

(c) The right of the Association to dedicate or otherwise transfer, convey or assign all or any part of the Common Areas, or grant easements or any other interest therein or any facility located thereon, to any public agency, public authority or utility company for such purposes and subject to such conditions as may be agreed to in the instrument or instruments evidencing such dedication or transfer, conveyance or assignment; provided, however, that any such dedication or transfer, conveyance or assignment shall require the assent

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of at least two-thirds (2/3) of the Class I property Owners and the approval of the Class II member, if any; such approvals to be reflected in an instrument recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming; and

(d) The right of the association to adopt, from time to time, rules and regulations concerning pedestrian and vehicular traffic and travel upon, in, across and through the Common Areas; and

(e) The right of the Association to adopt, from time to time, reasonable rules and regulations concerning use of the Common Areas as the Association may determine as necessary or prudent.

Section 2. Exclusive Easement Concerning Limited Common Areas. Each Owner shall have an exclusive right and easement of use and enjoyment in and to that Limited Common Area designated on the Plat as the exclusive use area corresponding to such Owner's Unit. Such exclusive right and easement shall be appurtenant to and pass with the conveyance of title to the Owner's Unit with which it is associated and in no event shall be separated therefrom. Such right and easement shall be subject to all of the other provisions and terms set forth in this Declaration.

Section 3. Delegation of Use. Every Owner shall have the right, subject to rules and regulations promulgated by the Association and the terms and provisions set forth in this Declaration, to extend the rights and easement vested in such Owner pursuant to Sections 1 and 2 hereof and to delegate the same to such Owner's family members, guests, invitees, tenants, lessees, contract purchasers, employees and agents and to such other persons as may be permitted by the Association.

Section 4. Conveyance of Common Areas. Declarant shall convey fee simple title to the Common Areas within the Property to the Association prior to the closing of the sale of the first Unit within the Property.

Section 5. Form for Conveyancing. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering the title to any Unit shall describe the interest or estate involved substantially as follows:

Unit _____ in Lot _____ of Postal Square Planned Unit Development, a Resubdivision of Lots 3, 4 and 5 of the White Mountain Properties, Amended, Addition to the City of Rock Springs, Sweetwater County, Wyoming, as the same is identified in the Plat recorded in Book of Plats at Pages 311, 311A and 311B, and in the Declaration of Covenants, Conditions and Restrictions for Postal Square Planned Unit Development, a Resubdivision of Lots 3, 4 and 5 of the White Mountain Properties, Amended, Addition to the City of Rock Springs, Sweetwater County, Wyoming, recorded in Book _____ at Pages _____ in the records of the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, together with all appurtenances situate thereon and appertaining thereto, including specifically: (i) a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Covenants, Conditions and Restrictions;

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(ii) an exclusive right and easement of use and enjoyment in and to the Limited Common Areas designated on the Plat as the exclusive use area associated with the aforesaid Unit, as provided for in said Declaration of Covenants, Conditions and Restrictions; and (iii) all other rights and easements granted in conjunction with the ownership of the aforesaid Unit pursuant to the terms and provisions of said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description contained in any such instrument is in the above-described form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Unit shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from fee simple title ownership of such Unit.

Section 2. Present Status of Units. As of the date of execution of this Declaration, all Units are Class II Units; and Declarant is the Owner of all Units within the Property.

Section 3. Classes of Voting Membership. Subject to Section 4 hereof, the Association shall have two classes of voting membership whose voting rights shall be as follows:

(a) The first class of voting membership shall be known as "Class I Voting Membership" and shall be comprised of all Owners of Class I Units. Each Owner of a Class I Unit shall be entitled to One (1) vote. Whenever more than one person is an Owner of a particular Class I Unit, all of the Owners of such Class I Unit shall be members of the Association and the vote applicable to such Class I Unit shall be exercised as such Owners may among themselves determine, but in no event shall more than one vote be cast with respect to each Class I Unit; and

(b) The second class of voting membership shall be known as "Class II Voting Membership" and Declarant shall be the sole Class II Member. The Declarant shall be entitled to Two (2) votes for each Class II Unit owned.

Section 4. Termination of Class II Voting Membership. Upon the happening of any of the events set forth below, whichever first occurs, the Association shall thereafter have one class of voting membership which shall be Class I membership. Subsequent to such event, all Owners, including Declarant, shall be entitled to one vote for each Unit owned. Such events are as follows:

(a) When the total votes outstanding in the Class I Voting Membership equal or exceed the total votes outstanding in the Class II Voting Membership; or

(b) On such date as Declarant shall voluntarily relinquish its Class II Voting Membership.

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Section 5. Owner's Address for Notices. Unless an Owner shall have notified the Association by registered or certified mail of a different address, any notice required to be given, or otherwise given, by the Association under this Declaration to any Owner may be mailed to such Owner in a postage prepaid envelope and mailed by first class, registered or certified mail to the address of the Unit shown upon the Association's records as being owned by such Owner. A notice in accordance with the foregoing will be deemed to have been given by the Association on the date that it is mailed.

ARTICLE IV

ASSESSMENTS

Section 1. Covenant of Personal Obligation of Assessments. Every Owner of a Unit, by acceptance of the deed or other instrument of conveyance thereof, whether or not it shall be so expressed in such deed or other instrument of conveyance, is deemed to personally covenant and agree, jointly and severally, and hereby does so covenant and agree, to pay to the Association: (a) annual assessments, (b) special assessments, and (c) default assessments applicable to such Unit; such assessments to be established and collected as hereinafter provided. No Owner may waive or otherwise escape personal liability for the payment of the assessments provided for herein by non-use of the Common Areas or by abandonment or leasing of such Owner's Unit.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, convenience, business pursuits and general welfare of the Owners, including the improvement, repair and maintenance of the Common Areas. Proper uses of the assessments levied by the Association shall include, but are not limited to, the following:

(a) General and administrative expenses, such as banking fees, accounting fees, legal fees, property taxes, insurance, corporation fees and the like;

(b) Expenses for maintenance and repair, such as trash removal, grounds maintenance, snow removal, landscape maintenance, building maintenance, and the like;

(c) Charges and fees for utility services, and the like; and

(d) Any other purposes and uses that the Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of reserves for improvements, repair, maintenance and the other uses specified above.

Section 3. Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments, unless the Board adopts some other basis for collection. Provided, however, that the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first Unit to a purchaser is closed and the conveyance thereof is recorded in the Office of the County Clerk and Ex-Officio Register

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of Deeds of Sweetwater County, Wyoming and shall terminate on December 31 of the year in which such initial sale is closed and recorded. Unless the Board adopts some other basis for collection, the first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the calendar year and shall be payable in equal monthly installments.

Section 4. Amount of Annual Assessments. The Association's annual assessment to be levied by the Association on all Units for the assessment year of 1985 shall be in an amount, as determined by the Board, not to exceed One Thousand One Hundred Forty and no/100 Dollars (\$1,140.00), to be paid as hereinafter provided. Thereafter the maximum annual assessment for any particular assessment year shall be in such amount, as is determined in accordance with the provisions hereinafter set forth in Section 5 below.

Section 5. Determination of Amount of Annual Assessments. So long as the Association's annual assessment for a particular assessment year shall not exceed the maximum annual assessment for the assessment year of 1985, as provided in Section 4 above, or shall not thereafter be increased by the Board by more than the rise, if any, of the Consumer Price Index, published by the Department of Labor, Washington, D.C., for the preceding month of July, the Board may determine and levy such annual assessment without a vote or approval being required of the voting membership of the Association. If, however, the Board shall desire to levy an annual assessment for a particular assessment year which shall be in excess of the maximum annual assessment for the assessment year of 1985, as provided hereinabove, plus the rise, if any, of the Consumer Price Index, published by the Department of Labor, Washington, D.C., for the preceding month of July, then the Board shall give written notice thereof to all Owners at least 30 days in advance of the commencement date of the particular assessment year and the approval of at least Two-Thirds (2/3) of the Class I members of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose, plus the Class II member, if any, shall be required. If the Board shall not determine and levy annual assessments for a particular assessment year in accordance with the foregoing, then the annual assessment for that particular assessment year shall be deemed to be the same as the annual assessment for the assessment year immediately preceding that particular assessment year.

Section 6. Special Assessments. Generally, in addition to the annual assessments authorized above, the Board may, at any time and from time to time, determine and levy in any assessment year a special assessment applicable to that particular assessment year for the purpose of defraying, in whole or in part, the costs, fees and expenses of any construction, reconstruction, repair, demolishing, replacement or maintenance of the Common Areas, specifically including any fixtures, personal property and other improvements related thereto and repair and maintenance of the parking areas and roadways within the Property, and of the exteriors of the Buildings and Units and any other expense or expenses not reasonably capable of being fully paid with funds generated by the annual assessments described hereinabove. Provided, however, that any such special assessment shall receive the prior approval of at least Two-Thirds (2/3) of the Class I members of the Association in attendance, in person or by proxy, at a meeting duly called for such purpose, and of the Class II member, if any.

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Section 7. Reserve for Improvements, Repairs and Replacements. As a part of any annual or special assessments described aforesaid, the Association may levy and establish in any assessment year, a reserve fund for the maintenance, repair and replacement of the Common Areas and any improvements thereon, if any, or for the future construction or improvement thereon, and for the exterior painting and/or staining, maintenance, repair, replacement or improvement of the exteriors of the Buildings and Units. Any funds so collected shall be designated by the Board of Directors of the Association as capital contributions by the members thereof and shall be segregated and placed in a separate bank account of the Association to be utilized solely for the purposes aforesaid.

Section 8. Notice and Quorum Requirements for Certain Actions. Written notice of any meeting pursuant to Sections 5 and 6 above of the voting membership of the Association shall be given by the Board to each Owner not less than Thirty (30) days nor more than Fifty (50) days prior to such meeting and shall state the purpose, date, time and location of such meeting. At such meeting called, the attendance, in person or by proxy, of at least Sixty Percent (60%) of the Class II membership of the Association, in person or by proxy, and the Class II member thereof, if any, shall constitute a quorum. If the required quorum is not present at such meeting called, then subsequent meetings may be called, subject to the same notice requirements. The required quorum at each subsequent meeting shall be reduced to one-half of the percentage of Class I members required for a quorum at the preceding meeting, plus the Class II member, if any; provided, however, that the required quorum at such subsequent meetings shall never be reduced below Fifteen Percent (15%) of the Class I members, plus the Class II member, if any. No such subsequent meeting shall, however, be held less than Thirty (30) days nor more than Fifty (50) days following the preceding meeting.

Section 9. Uniform Rate of Assessments. Except as otherwise provided for in this Declaration, both regular and special assessments must be fixed at a uniform rate for all Units.

Section 10. Assessments for Blanket Insurance and Utilities. Notwithstanding any provision of this Declaration to the contrary, if the Association elects to obtain and maintain blanket policies of fire and casualty insurance on the Units on the Property as hereinafter provided, and in connection with the utility services furnished to the Units which are not otherwise separately metered and paid for by the Unit Owners, then:

(a) The assessments for the premiums for such insurance may be allocated among the Units in proportion to the insurable value of the improvements constructed on each Unit and the assessments for the utility services may be allocated among the Units in proportion to percentage of use, as determined by the Board, and the provisions of Section 9 hereinabove requiring equal assessments shall not apply to such allocations; and

(b) The entire cost to the Association for the premiums for such blanket insurance and such utility services may be assessed to the Units as aforesaid, notwithstanding any provision hereinabove limiting the amount of any annual assessment or limiting the percentage increase thereof.

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Section 11. Due Dates for Assessment Payments.

Unless otherwise determined by the Board, the annual assessments and any special assessments which are to be paid shall be paid in equal monthly installments and shall be due and payable to the Association at its office, without grace or notice, on the first day of each month. If any such assessment, or installment thereof, shall not be fully paid when the same becomes due and payable, then the Board may assess interest thereon as hereinafter provided.

Section 12. Liens for Assessments. The annual and special assessments provided for hereinabove, and any and all default assessments arising under the provisions of Section 5 of Article VII and Section 3 of Article VIII, together with any and all interest, costs, expenses, and reasonable attorney's fees which may arise under this Article, shall also be burdens running with, and a perpetual lien in favor of the Association upon, the specific Unit to which such assessments apply and shall also be the personal obligation of the Owner of such Unit. To evidence and perfect such lien upon a specific Unit, the Board shall prepare a written lien notice setting forth the description of the Unit, the amount of assessments thereon which are unpaid as of the date of such lien notice, the name of the Owner thereof, and any and all other information that the Board may deem proper. The lien notice shall be signed by the President or a Vice-President of the Association, or such other person as may be so authorized by the Board whose signature shall be attested by the Secretary or an Assistant Secretary of the Association, and shall be recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

Section 13. Effect of Nonpayment of Assessments.

If any annual assessment or special assessment, or any monthly installment thereof, is not fully paid when the same becomes due and payable, or if any default assessment shall arise under the provisions contained in this Declaration, then, in any of such events, interest shall accrue at the rate of Twelve Percent (12%) per annum, or at such other rate as shall be determined by the Board of Directors from time to time, from the due date on any amount thereof which was not paid when due or on the amount of the default assessment, whichever shall be applicable. If any annual assessment or special assessment, or any monthly installment thereof, or any default assessment arising hereunder, is not fully paid within Thirty (30) days after the same becomes due and payable, the Association may proceed to evidence and perfect its lien upon the specific Unit as more particularly described in the preceding paragraph. The Association shall, within a reasonable time after perfecting its lien as described in the preceding paragraph, if such assessments remain unpaid, bring an action at law or in equity, or both, against any Owner personally obligated to pay the same and to foreclose its lien against the specific Unit, if it desires. In the event that any such assessment is not paid in full when due and the Association shall commence such an action, or shall counterclaim or cross claim in any such action, against any Owner personally obligated to pay the same or to foreclose its lien against the specific Unit, then the Association's costs, expenses, and reasonable attorney's fees incurred for preparing and recording any lien notice, and the Association's costs of suit, expenses, and reasonable attorney's fees incurred for any such action and foreclosure proceedings shall be taxed by the Court as a part of the costs of any such action or proceeding and shall be recoverable by the Association from any Owner personally obligated to pay the same and from the proceeds from the foreclosure sale of the specific Unit in satisfaction of the Association's lien.

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Foreclosure or attempted foreclosure by the Association of its foregoing lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent assessments which are not fully paid when due or for any subsequent default assessments. The Owner of any Unit being foreclosed upon shall be required to pay to the Association all monthly installments, if any, for the Unit during the period of foreclosure, and the Association shall be entitled to a receiver appointed to collect the same. The Association shall have the power and right to bid in or purchase any Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the Association vote appurtenant to ownership thereof, convey or otherwise deal with the same.

Section 14. Notice to Owners and Mortgagees. The Association shall give written notice by certified mail, with return receipt requested, of the filing of a lien statement against any Unit, as hereinabove provided, to the Owner of such Unit and to the Mortgagees of record of such Unit at the time of filing of the lien statement. Said notice shall be given to such Owners and Mortgagees within a reasonable time after the filing of any such lien statement.

Section 15. Subordination of Lien for Assessments. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of record. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit to a Mortgagee pursuant to the remedies provided in its Mortgage shall extinguish the lien for unpaid assessments or charges which accrue prior to the time of such sale or transfer, which shall be deemed to be the date of a deed in lieu of foreclosure, the date of the sale in any mortgage foreclosure proceeding, retroactively upon the expiration of any statutory redemption period, or the date of the exercise of any other such remedy as may be provided in such Mortgage. No such sale or transfer to a Mortgagee shall relieve a Unit from liability for any assessments or charges thereafter becoming due or from the lien thereof.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units, or as a subsequent restoration or replacement of such original construction, and which is placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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Section 4. Weatherproofing. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators, which decision shall be binding and may be enforced in any court having jurisdiction in the State of Wyoming. The costs of such arbitration shall be paid as directed by such arbitrators.

ARTICLE VI

INSURANCE

Section 1. Casualty Insurance on Insurable Common Areas. The Association shall keep all insurable improvements and fixtures of the Common Areas insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

Section 2. Blanket Insurance on Units. In addition to casualty insurance on the Common Areas, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Units shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee of the Owners.

Section 3. Public Liability and Additional Insurance Coverage. The Association shall obtain and maintain in force at all times a broad form public liability insurance policy, or similar substitute, covering the

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Common Areas and the acts of the Association and its agents. Such insurance may include coverage against vandalism and the Association may maintain any and all other insurance coverage as the Board may deem advisable. Such insurance coverage may be written in the name of the Association as Trustee for all Owners.

Section 4. Damage or Losses from Association's Insured Hazards.

A. In the event of loss, damage or destruction by fire or other casualty to any property, other than that covered by the insurance mentioned in Section 2 above, covered by insurance written in the name of the Association or for which the Association is named as co-insured, whether in its own name or as Trustee, the Board shall, upon receipt of the insurance proceeds, contract to repair, reconstruct or rebuild any damaged or destroyed portions of the Common Areas to as good condition as formerly existed. All insurance proceeds received by the Association shall be deposited in a bank, savings and loan association, or other financial institution with the proviso agreed to by said bank, or association, or institution, that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board. The Board or, if it shall be agreed to by the Board, the insurance company or companies providing insurance proceeds, shall advertise for sealed bids from any licensed contractor, and then may negotiate with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed Common Areas. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other annual or special assessments made against such Owners.

B. In the event that the Association is maintaining blanket casualty and fire insurance on the Units within the Property pursuant to Section 2 above and there occurs damage to or destruction of any part of such insured property, the Association shall repair or replace the same from the insurance proceeds available.

Section 5. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Controls. In order to maintain the architectural aesthetics of the Property, no improvements, buildings or other structures, and no fences, walls, patios, planters or other similar items which will be visible from the exterior shall be commenced, constructed, erected, altered, remodeled or maintained upon any Unit, nor shall any exterior addition, change or alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and

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approved in writing, by the Board or by an Architectural Review Committee composed of three or more representatives appointed by the Board. In the event the Board, or the Architectural Review Committee if one then exists, fails to approve or disapprove such plans and specifications within Sixty (60) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

Section 2. Standards for Approval. Approval of submitted plans and specifications, as aforesaid, shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of the restrictions set forth in this Declaration. The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans. The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

Section 3. Development by Declarant. The provisions of Section 1 hereinabove shall not apply to Declarant's development of the Property.

Section 4. Non-Liability for Actions. Neither Declarant, the Board, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Board or the Architectural Review Committee for approval, or to any Owner affected by this Declaration, by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every Owner or other person who submits plans to the Board or the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the Board or the Architectural Review Committee or the Declarant to recover any such damages. Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any applicable building codes, zoning regulations, and the like, and it shall be the responsibility of the Owner or other person submitting plans to the Board or the Architectural Review Committee to comply therewith and to obtain appropriate permits therefor.

Section 5. Right to Maintain and Repair Exterior of Units. In the event that the Owner of any Unit shall fail to maintain his Unit and the improvements thereto in a manner satisfactory to the Board or the Architectural Review Committee, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the exterior of the Unit and any improvements thereto in such manner as is deemed necessary and appropriate by either of said entities. The cost of such exterior maintenance shall thereupon be a default assessment determined and levied against the Unit on which such exterior maintenance is required and the Association may proceed in accordance with the applicable provisions of Article IV. No such action shall be taken unless approved by resolution duly adopted by two-thirds (2/3) of the Board and then only after such Owner has been given written notice of the Board's intent to take such

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action and of the Owner's right to a hearing before the Board to show cause why the Board should not take such action. Such notice shall be given not less than Thirty (30) days nor more than Fifty (50) days prior to the date on which the Board intends to take such action and any hearing shall be held on such date.

ARTICLE VIII

MAINTENANCE BY THE ASSOCIATION

Section 1. Common Areas. Except as otherwise provided herein, the Association shall, as authorized and directed by the Board, have full responsibility for and control over all maintenance, repair and improvement of the Common Areas.

Section 2. Association's Responsibility For Exterior Maintenance. The Association shall have the responsibility for maintenance, repair and improvement of the exterior of each of the Units when, in the judgment of the Board of Directors of the Association, the same is required and/or desirable. No Owner may modify or change the color, texture or appearance of the exterior of such Owner's Unit in any manner whatsoever.

Section 3. Owner's Negligence. In the event that the need for maintenance, repair, or replacement of any item covered within the provisions of Section 1 or Section 2 is caused through or by the negligent or willful act or omission of an Owner, or any member of an Owner's family, or of an Owner's guests, invitees, employees or agents, then the costs and expenses incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner; and, if not repaid to the Association within Seven (7) days after the Association shall have given notice to the Owner of the total amount, or any portions thereof from time to time, of such costs and expenses, then the failure to so repay shall be a default by the Owner under the provisions of this Section 3 and such costs and expenses shall automatically become a default assessment determined and levied against such Unit and the Association may proceed in accordance with the applicable provisions of Article IV. No such action shall be taken unless approved by resolution duly adopted by two-thirds (2/3) of the Board and then only after such Owner has been given written notice of the Board's intent to take such action and of Owner's right to a hearing before the Board to show cause why the Board should not take such action. Such notice shall be given not less than Thirty (30) days or more than Fifty (50) days prior to the date on which the Board intends to take such action and any hearing shall be held on such date.

Section 4. Agents. The Board may hire and delegate its authority to any and all employees, agents, independent contractors, or other persons or firms it deems necessary in order to perform its duties and obligations hereunder; provided, however, that such delegation shall not relieve the Association of its duties and responsibilities hereunder.

ARTICLE IX

USE RESTRICTIONS

Section 1. Conveyance of Units. The Common Areas and all Units, whether or not the instrument of conveyance

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or assignment shall refer to this Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations and other provisions contained in this Declaration, as the same may be amended from time to time.

Section 2. Compliance with Zoning. All Units shall be used primarily for business and commercial purposes only. Permitted uses shall relate to those uses allowed in the B-2 Zoning District as stated in the Zoning Ordinance of the City of Rock Springs, Wyoming. Occupancies shall be restricted to those uses allowed by the Uniform Building Codes for 1-hour fire rated walls. Occupancies requiring more than 1-hour fire walls shall provide the additional fire rating prior to issuance of an occupancy permit. No Unit shall be used for residential purposes.

Section 3. Signs. Prior to installation of any sign, the proposed design and location of the sign shall be submitted to the Board or Architectural Review Committee for review and approval, which approval shall not be unreasonably withheld. All signs shall be securely installed or placed directly upon the Units and shall conform to the general aesthetics within the Property. No signs shall be placed in such a manner so as to encroach upon or interfere with adjoining or other Units or the Common Areas.

Section 4. No Outside Storage. No outside storage shall be permitted in connection with any Unit.

Section 5. Parking Spaces. Ownership of each Unit shall entitle the Owner thereof to the non-exclusive use of the general parking spaces located in the Common Areas, together with the right of ingress and egress in and to said parking areas. The Board of Directors of the Association may assign and designate parking spaces from time to time for each Unit within the Property.

Section 6. Utilities Within Units. All utilities and related equipment installed within or located on a Unit commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Unit shall be maintained and kept in repair by the Owner of the Unit.

Section 7. Antennas. Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Units or Common Areas.

Section 8. Mailboxes. No free standing mailbox shall be erected upon any Unit or the Common Areas unless the same shall have first been duly approved by the Board or the Architectural Review Committee.

Section 9. Nuisances. No noxious or offensive activity or activity prohibited by the laws of the United States of America or the State of Wyoming or by the ordinances of the City of Rock Springs shall be permitted in or upon any Unit or the Common Areas, nor shall anything be done therein or thereon which may be, or may become, an annoyance or nuisance to the Owners of other Units.

Section 10. Refuse. All rubbish, trash, garbage and other refuse shall be regularly removed from the Units and placed in appropriate receptacles therefor and shall neither be allowed to accumulate near the Units nor be burned in outside incinerators, pits, or the like. All

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containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition. The Board or Architectural Review Committee, or the designated representative of either shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from his Unit and upon the Owner's failure to so remove the same, have the right at any reasonable time to remove any such rubbish, trash, garbage or other refuse at the sole expense of the Owner of such Unit, and the same shall not be deemed to be a trespass upon such Unit.

Section 11. Drainage. All Owners shall leave all drainage equipment, areas and easements, including swales, constructed upon the Units and the Common Areas within the Property in the state originally fixed by the Declarant or persons or entities acting on behalf of the Declarant; provided, however, that an Owner shall be permitted to modify the drainage upon his Unit upon receiving written approval therefor from the Board or the Architectural Review Committee. Any Owner who in any way modifies such drainage without consent shall be subject to the sanctions contained herein for violations of this Declaration.

Section 12. Lighting. Each Unit Owner shall be responsible for all of the maintenance, repair, replacement and utility charges for all lighting equipment connected with such Unit.

Section 13. Declarant's Use. Notwithstanding any provisions contained in this Declaration to the contrary, it shall be expressly permissible and proper for Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the development of the Property to maintain during the period of development of the Property and upon such portion of the Property as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient, necessary or incidental to the sale of Units and to the development of the Property, specifically including without limiting the generality of the foregoing, business offices, storage areas, construction yards, signs, model Units, sales offices, and the like. It is expressly understood and agreed that Declarant and Declarant's employees, agents, independent contractors, successors and assigns involved in the development of the Property and the sale of Units shall have the right to use the Common Areas and the facilities of the Association for sales and business offices purposes and that Declarant may conduct business activities within the Property in connection with its development of the Property. The Declarant's exercise of the rights in this Section shall not unnecessarily or unreasonably interfere with the use of the Units and the Common Areas by the Owners of Class I Units, and such rights shall not affect the easements of ingress and egress of such Owners of Class I Units.

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ARTICLE X

EASEMENTS

Section 1. Easements Shown on Plat. The Property, and all portions thereof, shall be subject to the easements as shown on the Plat for the Property recorded in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming. No fence, wall, barrier, or other structure or improvement which interferes with the use and maintenance of any easement shall be erected or maintained along, on, across or within the areas reserved for easements.

Section 2. Utility Easements. There is hereby created for the benefit of the Declarant and the Association an easement upon, across, over, through and under all Common Areas and the roofs and exterior walls of all Units within the Property for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electrical and a master television system. By virtue of this easement, it shall be expressly permissible and proper for the companies providing electrical and telephone services to erect and maintain the necessary poles and other necessary equipment on the Common Areas within the Property and to affix and maintain electrical and telephone wires, circuits, and conduits on, above, across, through and under the roofs and exterior walls of the Units and all improvements situated on the Common Areas. Notwithstanding anything to the contrary contained in this Section, no water, sewer, gas, telephone or electrical lines, systems, or facilities may be installed or relocated over, across and on the Common Areas and the roofs and exterior walls of the Units except as initially approved by Declarant, or thereafter as approved by Declarant, the Board or the Architectural Review Committee. Should any utility company furnishing a service covered by the general easement herein created request a specific easement by separate recordable document, Declarant shall have, and is hereby given, the right and authority to grant such easement upon, across, over, through or under any part or all of the Common Areas and the roofs and exterior walls of the Units within the Property without conflicting with the terms hereof. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 3. Easements for Encroachments. If any portion of a Unit, whether built as part of the original construction of the Unit or as a subsequent restoration or replacement of such original construction, encroaches upon the Common Areas or upon an adjoining Unit or Units, a valid easement for said encroachment and for the maintenance thereof shall exist. If any portion of the Common Areas or the improvements thereto, whether built as part of the original construction of the improvements or as a subsequent restoration or replacement of such original improvements, encroaches upon a Unit or Units, a valid easement for said encroachment and for the maintenance thereof shall exist. Such easements, subject to the terms and provisions of this Declaration, shall run with and be binding upon the Property and all portions thereof and be deemed appurtenant thereto. Such encroachments and the easements therefor shall not be considered encumbrances upon either the Units or the Commons Areas for purposes of marketability of title.

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Section 4. Drainage Easement and Roof Runoff. An easement is hereby granted to the Association, its officers, agents and employees to enter upon, across, over, through and under any Unit for the purpose of changing, correcting or otherwise modifying the grade or drainage channels and roof runoff of any Unit so as to improve the drainage of water from the Units or the Common Areas.

Section 5. Emergency Easement. An easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons to enter upon the Property in the performance of their duties; including, but not limited to, the right of police officials to issue parking and traffic tickets for violations occurring within or without the Property.

Section 6. Maintenance Easement. An easement is hereby granted to the Association, its officers, agents and employees and to any management companies which may be selected by the Association, upon, across, over, through and under the Units and Common Areas to perform any duties of maintenance and repair as provided for in this Declaration.

ARTICLE XI

BURDENS AND BENEFITS OF THIS DECLARATION

Section 1. Covenants Running with the Property. The benefits, burdens and other provisions contained in this Declaration shall be covenants running with and binding upon the Property.

Section 2. Binding Upon and Inure to Successors. The benefits, burdens and other provisions contained in this Declaration shall be binding upon and inure to the benefit of the Declarant, the Association and all Owners and upon and to their respective heirs, executors, administrators, successors and assigns.

ARTICLE XII

DURATION AND AMENDMENT

Section 1. Duration and Extension. This Declaration, every provision hereof and every covenant, condition, restriction and reservation contained herein shall continue in full force and effect for a period of Twenty (20) years from the date hereof, and shall thereafter be automatically extended for successive periods of Twenty (20) years unless otherwise terminated or modified as hereinafter provided.

Section 2. Amendment and Modification. Subject to Section 3 of this Article XII, this Declaration or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified or amended, as to the whole of the Property or any portion thereof, with the written consent of Ninety Percent (90%) of the Owners of the Property. Such termination, extension, modification or amendment shall be immediately effective upon recording the proper instrument in writing, executed and acknowledged by such Owners, and by the Declarant as hereinafter required, in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming.

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Section 3. Sections Which May Not Be Amended. Notwithstanding the foregoing, the following Sections of this Declaration are intended to be for the personal benefit of the Declarant, its successors and assigns, and may not be extinguished, amended or otherwise modified unless the written approval of the Declarant, its successors or assigns, thereto shall be obtained: All of Article I; Sections 3 and 4 of Article III; Section 3 of Article VII; Sections 1 and 13 of Article IX; all of Article X; all of Article XI; all of Article XIV hereinafter set forth; and this Section 3 of this Article XII. The rights of Declarant under this Section shall terminate at such time as Declarant's Class II Voting Membership terminates, as provided in Section 4 of Article III hereof.

ARTICLE XIII

ENFORCEMENT

Section 1. Enforcement of Provisions. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration may be enforced as provided hereinafter by the Declarant, the Association or any Owner. Violation of any covenant, condition, reservation, restriction or other provision herein contained shall give to the Association the right to enter upon the portion of the Property wherein said violation or breach exists and to summarily abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these covenants, conditions, reservations, restrictions or other provisions to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 2. Deemed to Constitute a Nuisance. In addition to the foregoing, every violation of the terms and provisions of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner or any other person or persons shall be applicable against every such violation and may be exercised by the Declarant, the Association or any Owner.

Section 3. Costs and Expenses of Proceedings. In any legal or equitable proceeding for the enforcement of or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay all of the costs and expenses thereof, including reasonable attorney's fees, incurred by the prevailing party or parties in an amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not mutually exclusive.

Section 4. Non-Waiver. The failure of the Declarant, the Association or any Owner to enforce any of the covenants, conditions, reservations, restrictions or other provisions of this Declaration shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other covenants, conditions, reservations, restrictions or other provisions of this Declaration; and the Declarant, the Association or any Owner shall not be liable therefor.

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ARTICLE XIV

EFFECT OF DEVELOPMENT PLAN

Section 1. General information Regarding Development Plan. The Development Plan of the Planned Unit Development of which the Property is a part, the preliminary or final Plat and other related documents which are on record in the Office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, Wyoming, and the Planning and Zoning Commission of the City of Rock Springs, Wyoming, hereinafter referred to as the Plan, has the effect and only the effect described by the Statutes of the State of Wyoming, the rules and regulations of Sweetwater County, Wyoming, and the ordinances, rules and regulations of the City of Rock Springs, Wyoming. The Plan and related documents constitute part of the public controls imposed by the governmental entities upon the Declarant, the Association, the Owners and the users of the Planned Unit Development and do not create, and are not intended to create, any private property or contract rights in the Association, the Owners and the users of the Planned Unit Development except as such rights may be created expressly by separate contracts, deeds and other documents, including this Declaration. A Planned Unit Development confers maximum benefits upon the Owners thereof when all of its elements are planned and developed in appropriate relationship to each other. The Plan on file in the aforementioned offices describes a plan of development which Declarant believes will provide maximum benefit to the Association, the Owners, the users and the general public. During any development program, however, various factors can intervene which may hinder the effectiveness of the Plan and may threaten the benefits to be derived by the Association, the Owners, the users and the public unless the Plan can be modified as prescribed by applicable law. Accordingly, this Declaration is not intended to nor does it grant or create any private property or contract rights in the said Plan for the Planned Unit Development and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the aforementioned Statutes, rules, regulations and ordinances.

Section 2. Rights Reserved. Declarant expressly reserves to itself, its successors and assigns, the right to amend any Plan for the Property, so long as such amendment does not alter any Unit which has been conveyed to any Owner; such amendment does not materially reduce the amount of Common Areas within the Property available to an Owner for such Owner's use and enjoyment; and such amendment has the prior approval of the appropriate governmental agencies.

Section 3. DECLARANT'S OBLIGATIONS. ALL UNITS WITHIN THE PROPERTY ARE SOLD, TRANSFERRED AND CONVEYED BY DECLARANT IN AN AS IS CONDITION AND DECLARANT DOES HEREBY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OR GUARANTEES WHATSOEVER CONCERNING THE SAME. PROVIDED, HOWEVER, THAT DECLARANT DOES HEREBY COVENANT AND AGREE TO PROVIDE A LIMITED ONE (1) YEAR WARRANTY AGAINST DAMAGES CAUSED BY OR RELATED TO SETTLING WHICH MAY OCCUR WITHIN THE PROPERTY. THIS WARRANTY IS EXPRESSLY LIMITED TO A TOTAL DAMAGE AMOUNT NOT TO EXCEED A ONE TIME MAXIMUM AMOUNT OF THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) PER EACH OF THE THREE (3) BUILDINGS AND THE COMMON AREAS APPURTENANT THERETO, AND SHALL ONLY EXTEND TO DAMAGES TO THE EXTERIORS OF THE UNITS AND THE COMMON AREAS. THE ONE (1) YEAR LIMITED WARRANTY PERIOD SHALL COMMENCE ON THE DATE OF RECORDATION OF THIS DECLARATION IN THE OFFICE OF THE COUNTY CLERK AND EX-OFFICIO REGISTER OF DEEDS OF SWEETWATER COUNTY, WYOMING.

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ARTICLE XV

MISCELLANEOUS

Section 1. Certificate of Compliance. Upon written request of any Owner, Mortgagee, prospective Owner, lessee, prospective lessee, or their respective agents or employees, of any Property covered by this Declaration, and upon payment of a reasonable charge therefor, the Association shall issue an acknowledged certificate in recordable form setting forth the amount of any unpaid assessments, interest, costs, expenses and attorney's fees then existing against a specific Unit, the amount of the current monthly installments, if any, the date that the next monthly installment is due and payable, the amount of any special assessments and default assessments then existing against such Unit, and the date of the payment or payments thereof, and setting forth generally whether or not to the best of the Association's knowledge said Unit or its Owner is in violation of any of the terms and provisions of this Declaration. Said written statement shall be conclusive upon the Association in favor of the persons who rely thereon in good faith. Such statement shall be furnished by the Association within a reasonable time, but not to exceed Ten (10) days from the receipt of the written request for such written statement. In the event the Association fails to furnish such statement within said Ten (10) days, it shall be conclusively presumed that there are no unpaid assessments relating to the Unit as to which such request was made and that said Unit and the Owner thereof is in conformance with all the terms and provisions contained in this Declaration.

Section 2. Severability. All of the covenants, conditions, reservations, restrictions and other provisions contained in this Declaration shall be construed together, but shall be deemed to be independent and severable. The invalidity or unenforceability of any one or more of the provisions contained herein, or any portion thereof, by order of any Court or otherwise, shall in no way affect the validity and enforceability of any of the other terms and provisions of this Declaration, which terms and provisions shall remain in full force and effect.

Section 3. Number and Gender. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

Section 4. Captions. The captions to the Articles and Sections in this Declaration are inserted herein only as a matter of convenience and for reference and are in no way to be construed so as to define, limit or otherwise describe the scope of this Declaration or the intent of any of the terms and provisions contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, as the Declarant hereof.

Commercial Properties, a Wyoming
General Partnership

By 
Samuel A. Lincoln, III, partner

By 
William R. McCurtain, partner

By 
W. D. Thomas, partner


Samuel A. Lincoln, III


Elizabeth D. Lincoln

